The Solicitors' Journal.

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CONTENTS.

CASES REPORTED IN THE WEEKLY REPORTER.

CURRENT TOPICS.

A DEPUTATION from the Incorporated Law Society, headed by the President and the Vice-President, had an interview with Mr. STREET, R.A., on Monday, with reference to the subject of the solicitors' "well" in the new law courts.

NOTWITHSTANDING the paragraph which appeared in the daily papers on Thursday, no vacation notice has yet been issued, and the question of who will be the vacation judges will depend upon whether an appointment of a new judge of the Chancery Division, under the Judicature Act Amendment Bill of the present session, is made before the commencement of the Long Vacation.

WE ARE SORRY to hear that the recent additions to the staff of the Chancery Paymaster do not enable that official to give certificates of the amount of funds in court in less than three days. That, it will be remembered, was the maximum time laid down for himself by the Paymaster in the recently issued notice, and it was hoped that, with increased facilities for the transaction of business, this full time would rarely be required. The pressure on the office during the next four weeks will be exceptional, and much inconvenience will arise to practitioners if the full time is still insisted on.

COMMENTING LAST WEEK on the Statute Law Revision and Civil Procedure Bill, we asked why, if the provisions of ord. 2, r. 6a, are to be retained, Keating's Act (18 & 19 Vict. c. 55) was not to be repealed. We are informed that the reasons for omitting Keating's Act were partly that section 5 appears to have been construed as giving a substantive right to recover noting expenses (*Rogers* v. *Hunt*, L. R. 10 Ex. 474), which it was undesirable to appear to question, and partly that suggestions had been made for reviving the procedure under the Act, and it was expedient to avoid any appearance of an expression of opinion on the point. We also suggested that the dead matter in the Common Law Procedure Acts ought to be included in the Revision Bill. We believe it has been thought better to deal with the Acts as a whole, and it is considered that a few additional rules of court would make a much more thorough repeal possible. It is hoped that next session will see the excision from the Statute-book of the dead matter which these Acts contain.

THE WITHDRAWAL of the Bankruptcy Bill will deprive Sir H. PEEK of the satisfaction of bringing on his proposed clause:—"38a.—That if a solicitor is adjudicated bankrupt, he shall at the expiration of one calendar month from the date of the adjudication be disqualified from practising, unless he shall have applied for and obtained from the Incorporated Law Society a provisional certificate that the bankruptcy has been caused by misfortune." With some modifications we should not be sorry to see such a provision passed into law. There are we believe, not more failures among solicitors than among other classes, but the occasional dishonest failures of solicitors cause widespread distress, and bring discredit on the profession. All we have contended for from the first is that some means should be provided for distinguishing between bankruptcy from misfortune and from dishonesty, and that the matter should be dealt with by the disciplinary action of the Incorporated Law Society. Both these objects may be secured by an amendment of Sir H. PEEK's proposal.

WHAT IS A LODGER within the meaning of the Lodgers' Goods Protection Act, 1871? Is this a question for the judge or the jury? And if it be a question for the jury, ought the judge to give his own opinion in charging the jury? Such seem to have been the three points involved in *Morton* v. *Palmer*, in which a divisional court (GROVE, J., and HUDDLESTON, B.) refused a new trial on Monday last. The *soi-disant* "lodger" occupied the whole of a house except one or two rooms, and in the rooms not so occupied the mesne landlord did not even sleep, so that the case was slightly distinguishable from *Phillips* v. *Henson* (26 W. R. 214, L. R. 3 C. P. D. 26), in which the mesne landlord slept in a bed lent by the "lodger." Mr. Baron HUDDLESTON, who tried the recent case, told the jury plainly that the plaintiff, who, having complied with the statute in all respects, sued the superior landlord for illegal distress, was, in his opinion, a lodger, but asked the jury to give their own

opinion also, and the jury having found that the plaintiff was a lodger, directed judgment to be entered for him. It was argued strenuously before the divisional court that the effect of this was to read "under-tenant" into the Act in lieu of "lodger," but neither this argument, nor the many registration cases cited, nor the argument from the supposed submissiveness of the jury, availed anything. Looking to *Phillips* v. *Henson*, we cannot see how the court could have reversed the ruling of the judge at the trial, for so long as there is any *bonâ fide* retention of possession by the mesne landlord, we do not see that it makes any difference whether the mesne landlord uses all his possessory rights or not. But was *Phillips* v. *Henson* correctly decided? We doubt very strongly whether it was. The question appears to us to be whether the plaintiff was a lodger in the ordinary popular meaning of that term. The intention of the Act, as evidenced by the use of the term "lodger," seems to be to protect the goods of persons having a distinctly subordinate occupation of part of the house only, and we cannot think that it applies where the plaintiff has the principal and substantial occupation of the house. We are glad to observe that the question will come before the Court of Appeal, which has granted a rule *nisi* for a new trial in *Morton* v. *Palmer*.

THE WATER FAMINE which has arisen in many parts of London by reason of the bursting of one of the Grand Junction Company's main pipes, and other causes, may possibly give occasion to litigation. The supply of water to the metropolis is dealt with by two Acts, and the special Acts of eight companies enumerated in those Acts. The general Acts are the Metropolis Water Act, 1852 (15 & 16 Vict. c. 84), and the Metropolis Water Act, 1871 (34 & 35 Vict. c. 113), and although both these Acts are sufficiently full of penal clauses, it is not very easy to get at the precise effect of those clauses. By section 7 of the Act of 1871 the companies must give, and continue to give, "a constant supply of pure and wholesome water sufficient for domestic purposes, constantly laid on at such pressure as will make such water reach the top storey of the highest house within the water limits, but not exceeding the level prescribed by the special Act." By section 16, "any company which violates, refuses, or neglects to comply with any of the preceding provisions of the Act, shall be liable to a penalty not exceeding two hundred pounds, and to a further penalty not exceeding one hundred pounds, for every month during which such violation, or refusal, or neglect to comply with the said provisions continues, after they shall have received notice in writing from the Board of Trade to discontinue such violation, refusal, or neglect as aforesaid." But, by section 15, "notwithstanding anything in this Act, a company shall not be subject to any liability for not giving a constant supply, if the want of such supply arises from frost, unusual drought, or other unavoidable cause or accident." With regard to the penalties, the question at once arises whether they are incurred in respect of each house, or only in respect of each act of default. On one construction, it seems that the penal clauses would be satisfied by the companies discontinuing the constant supply whenever it should be inconvenient to themselves, and sending a cheque to the metropolitan authority (which, by section 44, is the party to sue) for the amount of the penalties incurred. With regard to the exceptions, "unusual drought" is the one most likely to be relied on as a defence to any proceeding for penalties. We should doubt whether an excessive consumption by the public, caused by the drought, would come within the exception, which apparently applies only to the case of an actual deficiency in the reservoirs caused by lack of rain. The exception for "other unavoidable cause or accident," throws on the company the burden of showing that the bursting of a pipe was unavoidable. It is well to point out that the penalties alone can be relied on for procuring compliance with the Act, and that no action lies for any result of non-compliance. It was held by the Court of Appeal in *Atkinson* v. *Newcastle and Gateshead Waterworks Company* (25 W. R. 794, L. R. 2 Ex. D. 441) (reversing the decision of the Court of Exchequer), that no action lay upon the Waterworks Clauses Act, 1847, in a case where the plaintiff's timber-yard and saw-mills were burnt down owing to the pressure in the defendant's pipes being insufficient to extinguish a fire; and the reasoning of the judgments in that case would, we think, apply equally to the penal clauses of the Metropolitan Water Acts.

LORD JUSTICE BRAMWELL, it is stated, announced at the Hertford Assizes, his intention not to try London cases sent down to the country for trial. The assizes were held, he said, solely for the purpose of disposing of the business of each particular county, and it was not fair that the legitimate work should be interfered with by cases from London. There is no doubt that a Northumberland juror might think it hard to be detained in Newcastle for the purpose of trying a case from Cornwall, but there seems to be nothing in the Jury Acts, or the Judicature Acts, or the Rules of Court, to prevent this being done, if the parties to the cause so desire, unless order 36, r. 1, can be construed to give the judge power of his own mere motion to interfere. That rule prescribes that, "when the plaintiff proposes to have the action tried elsewhere than in Middlesex, he shall, in his statement of claim, name the county or place in which he proposes that the action shall be tried, and the action shall, *unless a judge otherwise orders*, be tried in the county or place so named." Are the words "unless a judge otherwise orders" confined to cases where one of the parties makes application to the judge, or do they bear the interpretation that a judge may decline of his own mere motion to try a case? It seems at least doubtful whether the order otherwise can be made except on the application of the party.

IT APPEARS from the debate upon the Judicature Bill when passing through committee that the senior puisne judge of the Queen's Bench Division is to have some of the patronage which has lapsed by the abolition of the two chiefships. Upon this proposal, Lord CAIRNS observed that "the puisne judges had *no natural connection* with patronage, and he should feel it his duty to ask them to consider whether that proposal could not be altered." We fail to appreciate the meaning of a "natural connection with patronage," and do not see why a puisne judge should not make as good an appointment as a Chief Justice. This question of patronage, which is now stated to involve the appointment to about one hundred offices, has never yet received the proper attention of Parliament, and we are not without hope that it will be duly discussed in the House of Commons when the Judicature Bill comes before that House. The best body we can think of for dispensing patronage would be a committee of five, of which the Lord Chancellor should be an *ex-officio* member, and should have a casting vote. We see no *à priori* reason why there should be any other *ex-officio* member, nor—although there may be no reason for depriving any judge of existing patronage—do we see how any judge, however elevated, has "any natural connection" with patronage. The only question for Parliament to consider is what man or body of men would naturally make the best appointments.

THE LEASES BILL was withdrawn on Wednesday last. The Bill, as we have said before, was by far the best which has been introduced in the House of Commons,

and the only reason alleged against it was that the Government intend to deal with the matter in their Land Bill. The fate of the sixth Government Bankruptcy Bill has also been settled. If it had either been introduced in the Commons earlier in the session, or had been first introduced in the Lords, it might have had a better chance of passing into law, but it seems to be impossible to carry a Bankruptcy Bill, and probably the only practicable plan will be to allow the Court of Appeal to continue to legislate on the subject (as they have recently done with regard to the disclaimer clause) until the bankruptcy law attains a satisfactory condition.

We are informed that a District Registrar of the Supreme Court in an important centre of commerce has, up to last week, been in the habit of heading orders issued from that registry, and made in causes originally marked for Vice-Chancellor Malins, with the words "Vice-Chancellor Malins," ignoring the order of transfer which was made when that learned judge retired from the bench. This affectionate refusal to forget an ex-judge is pleasing, if not altogether proper.

THE DOCTRINE OF CONDITION PRECEDENT AS APPLIED TO CONTRACTS FOR SUCCESSIVE DELIVERIES.

In the case of *Honck* v. *Muller* (L. R. 7 Q. B. D. 92), recently tried in the Court of Appeal, there was, unfortunately, a division of opinion upon a point of very great commercial importance, which, until a decision of the House of Lord settles the question, will, no doubt, in future cause considerable doubt and difficulty. The point that arose turned upon the frequently difficult question what constitutes a condition precedent, and was briefly this:—A contract being made for the sale of 2,000 tons of iron, to be delivered by equal quantities in the months of November, December, and January, the purchaser committed a breach of the contract by refusing to accept any iron in November; the question then arose whether, having so refused, he could insist on delivery of the remaining two-thirds in December and January.

There has been, previously to the decision we are discussing, some conflict of authority on this subject. *Hoare* v. *Rennie* (8 W. R. 80, 5 H. & N. 19) and *Simpson* v. *Crippin* (20 W. R. 141, L. R. 8 Q. B. 14), are not easily reconcileable. And the present decision, in which the majority of the court followed the former decision, is not satisfactory, owing to the conflict of opinion. The question seems to us to be a very difficult one, and the difficulty is one which, in various forms and to various degrees, is always cropping up with regard to the application of the doctrine of conditions precedent. In the present case Bramwell, L.J., and Baggallay, L.J., followed *Hoare* v. *Rennie*, and held that the plaintiff, having refused to accept the first delivery, could not insist on the second and third delivery; Brett, L.J., being of the opposite opinion, and preferring the conclusion arrived at in *Simpson* v. *Crippin*. Bramwell, L.J., takes a very broad and strong ground. He says that where no part of a contract has been performed, and one party to it refuses to perform the entirety to be performed by him, the other party has a right to refuse to perform any part to be performed by him. There seems obviously a great deal to be said in justice for that view, for otherwise a man who has entered into a contract upon one consideration is forced to take another. The vendor may fairly say that he would never have contracted to sell the smaller quantity. Instead of getting payment for 2,000 tons he gets payment for two-thirds of that quantity, and a right to damages in respect of the other third. A contract-breaking purchaser ought not to be permitted to force him into that position, at any rate not where the part of the contract broken by such purchaser is a substantial part of an entirety. Cases of this sort are not like cases of contracts involving all manner of different and severable stipulations of greatly varying degrees of importance. To such cases it may be just to apply the doctrine of *Pordage* v. *Cole* (1 Wms. Saund. 319)—viz., that when an independent stipulation, the breach of which can be well compensated in damages, is broken, that is not a failure to perform a condition precedent. It is very obvious, however, that the thing is a matter of degree, and that the definition of the degree is extremely difficult. In one sense, whenever a man does not get all the matters performed which constituted the part of the contract to be performed by the other side, and yet is held bound himself, he is forced by the law to accept a consideration which he did not agree to accept. The common law did this every day, and in most contracts equity made no difference. When a man having done his part is refused specific performance, and only given damages, the same reasoning applies. Lord Justice Bramwell seems to have thought himself driven to admit that if the contract has been part performed and cannot be undone, then it must be proceeded with without the power of declaring off; that is, if the plaintiff had taken the November delivery, but refused the December, the defendant would have been bound to make the January delivery. It does seem to us that this admission, so far as it goes, is a formidable blow, though we by no means say a fatal one, to the position of the judges forming the majority.

Lord Justice Brett, in his judgment, dwelt very forcibly on this topic. He says, "It is suggested that if there is a failure in the first delivery, then the party against whom that failure is committed may throw up the contract. But why? Supposing at the time of the first delivery there is no difference between the market price and the contract price of the goods, the person against whom the failure is made suffers positively no loss. But at the time of the second delivery, the difference between the market price and the contract price may be enormous; yet at the time of the third delivery, it is said, if you have fulfilled the contract as to the first delivery, when it did not signify whether you did so or not, but have failed in the second delivery, where it was of the utmost consequence, nevertheless you can insist on the third delivery; but if you have failed in the first delivery, where it was of no consequence at all, although the question of the delivery of the second and third is of the utmost consequence, your right to them is to be of no avail." If the general principle upon which the opposite view is founded be, that a man who will not perform his contract in its entirety ought not to be allowed to enforce performance of it—and a great many of the expressions used by the judges forming the majority really depend on this—it seems to us that these observations of Brett, L.J., as to the distinction drawn between the first and second delivery, are very trenchant.

But there is a distinction between the first and subsequent deliveries which may be taken, and which, although not altogether satisfactory, seems to us to have some weight, and it does not seem to us to have been fully brought out. Refusal to take the first delivery is, at the time of such refusal, some evidence of intention not to perform the contract at all. It hardly seems to have been sufficiently considered how hard a position is that of the vendor when the purchaser refuses to take one delivery, a large number of future deliveries remaining to be made. He must provide for those deliveries, not knowing that the purchaser will take them, and having considerable ground from his conduct to suppose that he will not do so. A similar question arises in the case of successive deliveries, when the purchaser accepts, but makes default in payment for one or more of the earlier deliveries. A class of

decisions establishes in such cases, that though the mere non-payment for one delivery does not of itself release the vendor from the obligations of the contract with regard to the subsequent deliveries, yet under certain circumstances it may do so—that is, when the non-payment for one delivery is under such circumstances as to give the seller reasonable ground for believing that the purchaser will be unable to pay for the subsequent deliveries, and that he does not intend to go on with the contract (see *Bloomer* v. *Bernstein*, L. R. 9 C. P. 595, and also *Ex parte Chalmers*, 21 W. R. 349, L. R. 8 Ch. 289). This view goes on the principle established by *Frost* v. *Knight* (20 W. R. 471, L. R. 7 Ex. 111),that a party may so conduct himself before the time for performance has arrived as to break the contract as it were by anticipation. Now it does seem to us that possibly a refusal to accept the first delivery may give rise to a question for the jury whether it took place under such circumstances as to entitle the vendor to treat the purchaser as entirely repudiating the contract. If so, without going the whole length of the arguments of the majority in *Honck* v. *Muller*, and still upholding *Simpson* v. *Crippin*, we may think that practically the judgment in *Honck* v. *Muller* was right in substance, on the ground that in such a case the jury ought to arrive at the conclusion they did in *Bloomer* v. *Bernstein*. In *Simpson* v. *Crippin* there seems to have been hardly any evidence of an intention by the plaintiff to repudiate the contract *in toto*; it was only that in the course of its fulfilment he did not take the full quantity required to be taken in the first month.

There is considerable justice, it seems to us, in this view. It may be that a mere refusal to perform part of a contract, which may be compensated for in damages, ought not to disentitle the contract breaker to any rights under the contract at all; but if a man refuses to perform part, under circumstances fairly leading to the suspicion that he will ultimately perform none, or that he is playing fast and loose with the whole thing, it seems to us just that a jury should find against him that he intended to repudiate the whole, and that the other party should thereupon be entitled to repudiate further performance of the contract. It seems to us strange that no attempt to apply the doctrine of the cases with regard to payments to deliveries should have been made.

SUGGESTED ADDITIONS TO THE JUDICATURE BILL.

Last week we commented in some detail upon the minor provisions of the new Judicature Bill. We now propose to suggest one or two additions.

One very necessary amendment of the Act of 1873 is occasioned by the construction which, rightly or wrongly, the Court of Appeal put upon section 26 in *Christ's College* v. *Martin* (25 W. R. 637, L. R. 3 Q. B. D. 16). Section 26, it will be remembered, abolishes terms, "so far as relates to the administration of justice," but also, unhappily, provides that "in all other cases in which, under the law now existing, the terms into which the legal year is divided are used as a measure for determining the time at or within which any act is required to be done, the same may continue to be referred to for the same or the like purpose, unless and until provision is otherwise made by lawful authority." *Christ's College* v. *Martin*, it will also be remembered, decides that, under the saving clause of this section, the old terms as fixed by the antediluvian Act of 11 Geo. 4, and 1 Will. 4, c. 70, s. 6, and not the new sittings as fixed by the Rules of the Supreme Court from time to time, must be referred to for the purpose of determining the time for moving to set aside an award under 9 & 10 Will. 3, c. 15, s. 2, and the same reasoning would no doubt apply to an application to set aside an award upon a compulsory reference under the Common Law Procedure Act, 1854, s. 9, though this has not been, we believe, expressly decided. "Lawful authority" is now in motion in the shape of the Judicature Bill now before the House of Lords. Surely such a Bill should contain an additional clause to provide that the time for moving to set aside an award, however made, shall be regulated by the sittings and not by the "terms."

The next suggestion which we have to make also concerns arbitrations. Under the law as it is, an official referee has no power to enter judgment, though a master has (*Longman* v. *East*, 26 W. R. 183; L. R. 3 C. P. D. 142). Also it has been held by the Court of Appeal that an action cannot be referred under section 3 of the Common Law Procedure Act, 1854, if the defendant denies his liability (*Clow* v. *Harper*, 26 W. R. 364, L. R. 3 Ex. D. 198), but that under section 57 of the Judicature Act, 1873, the court may refer, not only the issues of account, but all the other issues (*Ward* v. *Pilley*, 28 W. R. 937, L. R. 5 Q. B. D. 427). Here is subject-matter calling loudly for a remedy. To a great extent a remedy was sought to be provided last session by a very useful measure called the "Common Law Procedure and Judicature Acts Amendment Bill," prepared and brought in by Mr. Mellor, Mr. Gregory, and Mr. Marriott, of which it is said (p. 74 of Ilbert's Judicature (Officers) Act, 1879), that "it passed the two Houses of Parliament, but as there was no time at the end of the session to consider in the House of Commons certain formal amendments made in the House of Lords, it did not become law." The 1st clause of this Bill was as follows:—

"In any cause or matter (other than a criminal proceeding by the Crown) . . . in which all parties who are under no disability consent, and also without any such consent in any such cause or matter requiring any prolonged examination of documents or accounts, . . . the court or a judge may, at any time, on such terms as may be thought proper, order the whole cause or matter to be tried before an official referee, who shall have power to direct in what manner the judgment of the court shall be entered, and to exercise the same discretion as to costs as the court or judge could have exercised."

The 2nd clause directs that the procedure shall be under the Judicature Acts, the 3rd that any matter which may be referred to an arbitrator may be referred to an official referee, and the 4th that parties may agree to refer existing or future differences to an official referee. This Bill seems to go a long way towards putting things straight, and might be almost incorporated *verbatim* in the Bill now before the House of Lords, occasion being taken to repeal and re-enact sections 56 and 57 of the Judicature Act, 1873, so far as necessary.

The two next suggestions which we have to make both arise out of section 47 of the Act of 1873. That section provides that the jurisdiction of the Court for Crown Cases Reserved shall be exercised "by five judges at the least, of whom the Lord Chief Justice of England, the Lord Chief Justice of the Common Pleas, the Lord Chief Baron or one of such chiefs at least shall be part." The 26th clause of the new Judicature Bill provides that "where, by any statute, the concurrence" of the two extinguished chiefs "or either of them is required for the exercise of any power or the performance of any act, it shall be sufficient henceforth that the Lord Chief Justice of England shall concur therein." "A Court for Crown Cases," therefore, cannot now be "made" without the presence of the Lord Chief Justice of England. That the Lord Chief Justice of England should sit in this court if he can is no doubt desirable. But is it equally desirable that the court should not be competent to sit without him? We think not, and would suggest that either his presence should be dispensed with as a *sine quâ non*, or that if the presence of a high official should be deemed necessary, a judge of the Court of Appeal should be

enabled to take the place of the Lord Chief Justice of England.

The other suggestion which occurs to us upon this section arises out of the interpretation given to the words "criminal cause or matter," where the section says that no appeal shall lie from the High Court in any criminal cause or matter. It was held in *Blake* v. *Beach* (L. R. 2 Ex. D. 335), that a case stated by justices under 20 & 21 Vict. c. 43, is a criminal matter within these words. The constitution of the extraordinary court of five in *Saunders* v. *Richardson* was a well-meant attempt to escape the inconveniences of this decision, which takes away an appeal in matters increasingly important. It seems therefore desirable that either a direct appeal should be given, or at least an appeal by leave, as under section 45, in all cases stated by justices, or that legislative sanction should be given to the judicial expedient acted upon in *Saunders, Appellant; Richardson, Respondent.*

The last suggestion which we have to make is in reference to clause 15, which is as follows:—

"The Winter Assize Act, 1876, shall henceforth extend to all assizes to be held at any time of the year, . . . in the same manner as if the word 'winter' were omitted from the said Act, and as if the months of November, December, or January were not mentioned therein."

We have already said that this important clause would be beneficial to all parties concerned, but we think that greater care might be taken to simplify the law. Turning to the Winter Assizes Act, for instance, we find section 4 to run thus:—

"All enactments relating to the power of her Majesty to alter the circuits of the judges, or places at which assizes are holden, or otherwise relating to assizes and circuits, shall apply, and may be put in force, for the purpose of carrying into effect this Act, or any order made thereunder."

In a similar "saving" spirit it is enacted by section 23 of the Act of 1875 that the power thereby given to regulate circuits by Order in Council "shall be deemed to be in addition to, and not in derogation of, any power already vested in her Majesty in respect of the matters aforesaid." Government draftsmen seem perpetually haunted by the fear that when they confer a new and increased power on the executive, they may be losing some valuable old power which has long ceased to be used, but we doubt whether this is the proper way to present measures to Parliament. The enactments relating to circuits are, as far as we can discover, 3 & 4 Will. 4, c. 71, and 26 & 27 Vict. c. 22, both of which Acts appear to be displaced by section 23 of the Act of 1875. Would it not, therefore, be fitting to repeal them, incorporating in the present Bill all provisions (if any) which are not so displaced?

There has for some time been a growing feeling of confidence in the future of land: that there is a present improvement in the realization of the same is evidenced by the sale at the Mart on Wednesday week, by Messrs. Edwin Fox & Bousfield, of the Finningley Estate, Yorkshire, consisting of 2,418 acres, which with the buildings and cottages thereon, produce a rental of £2,200. Mr. Bousfield in introducing the property remarked on the regularity with which the rents were paid, and stated that no deduction was made therefrom. He dwelt on the importance of the position of the estate and the advantage of acquiring so compact a domain in view of the certain advance in the value of land. The first offer for the property was £40,000, and the biddings advanced to £60,000, at which amount it was sold. At the Auction Mart, on Wednesday week, Messrs. Edwin Fox & Bousfield also sold the premises, No. 63, Gracechurch-street, occupying an area of 1,500 feet, with a frontage of about 14 feet, let at £160 per annum, for £10,900. Also two houses in Plough-court, Fetter-lane, let at £225 per annum, for £4,500.

RECENT DECISIONS.

PERPETUITY AND EQUITABLE CONTINGENT REMAINDERS.

(*Abbiss* v. *Burney*, C.A., L. R. 17 Ch. D. 211).

LAST year the minds of those few persons who continue to take a lively interest in English real property law were agitated by the news that Vice-Chancellor Malins had decided, in a case of *Abbiss* v. *Burney*, that equitable contingent remainders are not within the restriction imposed by the rule against perpetuities. We took occasion (24 SOLICITORS' JOURNAL, 817) to express our surprise at the supposed decision. It was taken to be pretty certain that equitable contingent remainders, quite apart from 40 & 41 Vict. c. 33, are not liable to destruction by the determination of the particular estate before the happening of the contingency which is to vest the remainder, and some persons went so far as to speculate whether, if the Vice-Chancellor's ruling should be upheld, a fine opportunity might not be opened to the ingenuity of conveyancers. The full report, both of the Vice-Chancellor's decision and of the judgment of the Court of Appeal overruling it, is now before us, and though, upon a close examination, the point in question appears not to have been necessary to the decision of the case, and therefore cannot, strictly speaking, be said to have been decided, we do not think that any of our readers would care to build anything upon the chance that it will ever be decided in conformity with the Vice-Chancellor's opinion.

In *Abbiss* v. *Burney* a testator devised and bequeathed certain freeholds and leaseholds to trustees, and their heirs, executors, administrators, and assigns, respectively, upon trust to pay the income to his wife for life, and after her death if A. should be then living, to retain to their own use the income during A.'s life, and after the decease of A. upon trust "to convey, assign, and pay his said freehold and leasehold estates, and the rents and profits thereof, unto such son of B. as should first attain the age of twenty-five years, his heirs, executors, administrators, and assigns, absolutely for ever," upon certain conditions as to bearing the testator's crest and arms, with accumulation in the meanwhile. In the events which happened, all the persons mentioned were living at the testator's death; and at the death of A. the property was claimed by the heir-at-law of the eldest son of B., who had attained the age of twenty-five, and had afterwards died during A.'s lifetime. This claim was disputed by the heir-at-law of the testator, who contended that the contingent interest (or whatever it is to be called) given to the eldest son of B. on attaining twenty-five was void for contravening the rule against perpetuities. He also contended that B.'s eldest son had disqualified himself by omitting to bear the testator's arms within the prescribed period; but with this point we do not propose to trouble the reader.

We cannot help regarding it as significant of the general contempt into which real property law seems to be falling, that so many pages of argument and of judgment should in this case have been devoted to disquisition upon the properties of contingent remainders. The interest given to B.'s children was a mere right to call, under certain circumstances, for a conveyance; and it was explicitly given to them as a mere trust. To call such an interest a remainder, whether legal or equitable, vested or contingent, is to commit as frightful a solecism in legal terminology as can possibly be committed; and to seek to infer something about its attributes, from the fact that certain attributes are attached to a legal contingent remainder, is to argue with a wildness which sets criticism at defiance. We must even beg leave with humility to express some feeling of regret that the Master of the Rolls, the most eminent pillar of real property law upon the bench, should, by implication, have styled this

interest an executory devise; though no doubt the last-mentioned phrase is elastic, and may be taken to include almost anything *in futuro* given by a will. But we conceive that the phrase ought properly to be confined to legal estates which are given by way of executory devise; and that it ought not to be applied indiscriminately to any capricious limitation, embodied in a mere executory trust, which happens to come into the head of a testator.

This interest being, by the most explicit provision of the testator, an executory trust, and nobody having ever pretended that executory trusts are not within the restriction of the rule against perpetuities, we cannot help wondering that the opponents found so much to talk about, and that on both sides they thought it worth while to display such a mighty concern with the properties and attributes of contingent remainders. But the fact that they did so has elicited from the Master of the Rolls a disquisition upon this subject, which, though it is strictly speaking *obiter dictum*, and not relevant to the actual decision, will probably for ever set at rest a question which has never yet been decided—namely, that equitable contingent remainders, not being liable to be defeated by the determination of the particular estate before the happening of the contingency, are therefore within the restriction of the rule against perpetuities, and must be so limited as necessarily to vest during a life or lives in being or within twenty-one years afterwards.

REVIEWS.

ELEMENTARY EDUCATION ACTS.

THE ELEMENTARY EDUCATION ACTS, 1870—1880. With Notes, &c. By W. CUNNINGHAM GLEN, Barrister-at-Law. SIXTH EDITION. By R. CUNNINGHAM GLEN, Barrister-at-Law. Shaw & Sons.

Mr. Glen's book contains the Act of last year, annotated, and the appendix appears to contain all the orders and circulars issued by the Education Department. The new Code, issued in February last by the Education Department, is not printed, inasmuch, as the editor explains, as the alterations made are very slight, and are fully noticed, and the Department intend to simplify the Code next year. The notes to the Acts are full and painstaking, and include information derived from all sources, including the parliamentary reports in the daily papers.

PRACTICE OF THE SUPREME COURT.

A MANUAL OF THE PRACTICE OF THE SUPREME COURT OF JUDICATURE IN THE QUEEN'S BENCH AND CHANCERY DIVISIONS, INTENDED CHIEFLY FOR THE USE OF STUDENTS. SECOND EDITION. By JOHN INDERMAUR, Solicitor. Stevens & Haynes.

This edition of Mr. Indermaur's work contains a new chapter on Arbitration, and gives the changes effected by the rules published during the last three years. The recent cases chosen as illustrations are generally well selected, and the book forms a concise and well-written manual of practice for the student.

STUDENT'S GUIDE TO STEPHEN'S COMMENTARIES.

THE STUDENT'S GUIDE TO STEPHEN'S COMMENTARIES. By EDWARD HENSLOWE BEDFORD, Solicitor. SECOND EDITION. Stevens & Sons.

This may be described as Stephen done into mincemeat for youthful digestion. Questions are put, and the substance of the book is given shortly by way of answer. The answers are generally concise and accurate, but we think there should be rather less of bare reference to statutes. The words "subject to 37 & 38 Vict. c. 62," will not give any very clear idea to the articled clerk of the meaning of the writer.

CORRESPONDENCE.

THE PROPOSED IRISH LAND COMMISSION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Mr. Gladstone yesterday announced, as most of your readers will have observed, the names intended to be proposed to the House of Commons as Irish Land Commissioners. And I fear, unless some energetic steps are promptly taken to prevent it, that we shall be visited with a repetition, in Ireland, of the "Collier trick," which the English bar has neither forgotten nor forgiven.

It was from the first conceded on all hands that the success or failure of the present experiment would largely depend upon the constitution of "the court," a tribunal which has been made—unfortunately, as I think—identical with the commission to which so many and important other, non-judicial, functions have been intrusted. It was promised, and even embodied in the Bill as introduced, that one of the members of the court should be a judge or ex-judge of the High Court of Judicature, a provision which tended more than any other to inspire confidence in, or at least allay distrust of, the proposed tribunal. Some of us were even sanguine enough to hope that it foreshadowed the appointment to this office of Judge Longfield, whose name would have been received with acclamation by probably every man in Ireland, except the "irreconcilables" on both sides, as unquestionably the most competent man now living to deal with this question on principles at once just and liberal. Or, if the country is still in so backward a condition, that even in a purely legal appointment the question of religion cannot be disregarded, the Government would, I fancy, have fully satisfied every reasonable expectation had they proposed to confer this office upon "that consummate lawyer and finished gentleman," Lord Justice Deasy, who would doubtless have been glad, after nearly sixteen years' service on the bench, to accept an honourable and dignified office, with an addition of £2,000 a year to his retiring pension. If the result of any such appointment were to be the *bonâ fide* elevation of Serjeant O'Hagan to the bench, no one, I think, unless it were the Attorney-General, could have the slightest reason for dissatisfaction. But it is no disparagement to the learned serjeant to say that "a fair lawyer and finished scholar" (which he undoubtedly is) is not precisely a description of the exceptional qualifications necessary for the discharge of exceptional powers of extraordinary importance, or that a man may be very fit to be a puisne judge and yet not fill satisfactorily a post involving the exercise of unprecedented discretionary power, and exposed to adverse criticism, from opposite points, of unexampled keenness.

Another, equally serious, objection is this: If the court is to command confidence, its head, the judicial member, must not only be, but be felt to be, entirely inaccessible to "pressure from without": the promise of "an ex-judge" seemed to fulfil this condition, because such a judge would ordinarily be entirely out of the range of possible promotion, but no one can imagine that a lawyer in first-class practice would accept an office of this nature otherwise than as a stepping-stone, and from this point of view *the more excellent the appointment the more objectionable.*

Of the other members of the commission I do not propose to speak, because my present object is not to criticise the tribunal as a whole.

ALEXANDER EDWARD MILLER.

Lincoln's-inn, July 19.

CUSTOMS AND INLAND REVENUE ACT, 1881.

[*To the Editor of the Solicitors' Journal.*]

Sir,—There is one effect of the probate clauses of this Act to which attention should be directed, as it

would seem to be a step in the wrong direction. The modern tendency is to lighten the liability to duty of those who have been dependent upon the bread-winner whose death gives rise to such liability. The new Act effects what appears to be an improvement—viz., the placing of widows and children upon an equality as to duty, where they happen to be residuary legatees (which is the case in the majority of instances)—for now no legacy duty is payable, whether the legatee be the widow or a child (section 41); but this is effected by indirectly more heavily charging the widow, and bringing her up to the level of the children, instead of bringing the children down to the level of the widow. The following instances will show this more clearly—assuming in each case that the widow or the child takes the whole estate less duty and expenses :—

Given an Estate (with no debts) of a trifle under	Old liability of Residue in hands of Widow. — Probate Duty.	Ditto, in hands of Child.			New liability of Residue whether in hands of Widow or Child. — Probate Duty.
		Probate Duty.	Legacy Duty.	Total.	
£1,500	£30	£30	say £14	£44	£45
£2,000	£40	£40	say £19	£59	£60
£3,000	£62	£62	say £29	£91	£90

It is true that in small estates under £1,000 the increase of probate duty is small, and it may be urged that those above £1,000 can bear the larger increase, but it is in the medium estates, where the widow has been accustomed to be entirely dependent on her husband, and has not contributed to the maintenance of the family in a pecuniary sense, that on the husband's death every £1 left by him is an assistance; and in these cases, whilst the children should, I think, be put upon an equality with a widow when they are left orphans, it should not have been done by more heavily—although indirectly—charging the widow, but by lightening the liability of the children.

The above instances are based upon the supposition that the widow or children are residuary legatees; but if a child is a mere pecuniary legatee, and the widow is a residuary legatee, the child actually gets off free from duty, whilst the widow has to bear, out of her residue, the probate duty, not only in respect of that residue, but in respect of that portion of the estate which the child takes as a legacy. EDWARD H. HART.

THE MEETING OF THE INCORPORATED LAW SOCIETY.

[*To the Editor of the Solicitors' Journal.*]

Sir,—At the meeting of the Law Society, held on the 8th inst., the chairman stated, as appears from the report in your paper, "I suggest to you whether you would like to appoint a committee to-day to make suggestions to the judges or to the Lord Chancellor as to the amendments you consider necessary in legal procedure." The meeting, as you are aware, was adjourned to the 15th inst., when, much to the surprise of many members present, the council opposed the appointment of such committee, and consequently none has been appointed, although it was urged that the council had, in their printed report, suggested the committee's appointment, and that it was part of the business of the meeting. A member of the council stated that since the report was issued circumstances had changed, but I should have expected in such a case some authoritative statement by the chairman of the reasons why the views of the council had been altered; none was however given. The matter certainly requires explanation. F. M.

July 19.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It is due to myself to explain my notice of motion given for the general meeting of the Incorporated Law Society. The notice of motion, which was hastily penned, was, "That the Council of the Incorporated Law Society do forthwith take such proceedings in the case of *Re W*———, solicitors, submitted to the said society by Harris & Powell in March last, as to this meeting shall seem fit." In February I, by my agent, completed a purchase, and on the following day I received a letter from the vendors' solicitors, that "of course I was aware that one of the vendors mortgaged his interest." I replied that the mortgage was not abstracted, and I was not aware of it, and I requested particulars. Not receiving a reply, I, four days later, wrote, that unless a satisfactory explanation were given I should lay the matter before the Law Institution. The vendors' solicitors then wrote a reply informing me that they had omitted to state that the mortgage had been paid off before completion. We required of them that the mortgage and re-conveyance should be handed to us, or that a deed of covenant for production should be furnished us free of expense. Our client had notice of deeds affecting his title, and no knowledge of, or power to ascertain, their contents. Our request being refused, we, early in March, laid a statement of facts before the Law Institution. On the 22nd the secretary wrote me, "The council desires me to state that, in their opinion, the matter referred to is not one in which they can usefully interfere." On the 23rd I answered this by saying that if it were clear that the vendors' solicitors had been criminally guilty of professional misconduct, there would be no necessity for me to apply to the Law Institution for assistance or advice. And I understood one of the objects of the Law Institution was to take cognizance of professional misconduct. On the 30th I gave leave to the Law Institution to send a copy of my statement of facts to the vendors' solicitors. My clerks called once or twice at the Law Institution, and receiving no satisfactory reply, I, on the 9th of June, posted my notice of motion. Before eleven o'clock on the 10th I received a letter to the effect that the matter had been, and would again that day be, placed before the council. On the 11th of June I received a letter from the Law Institution that the council "are of opinion that you are entitled to have from the purchaser what you have already demanded—viz., an abstract, for perusal and approval, of the mortgage and re-assignment in question, and to have the deeds handed over to you, or a covenant for production." Here was a case in which the Law Institution could not "usefully interfere"! though it afterwards allowed I was right. I am, though the representative of an old practice, a young man, and go to the Law Institution for aid in a case. Yet I cannot get even advice how to act. I am not told whether I should attempt criminal proceedings for fraudulently suppressing a mortgage, or whether I should sue the vendors or their solicitors for damages, or what to do. On the 28th of June I received a circular from the Law Institution with notices of motion, and mine not being amongst the number, I complained, and on the 29th, the secretary wrote me, "Your notice of motion will be circulated with another just received." At the general meeting the president ruled that my motion could not be put. In common courtesy I should have received some previous notification of this ruling, which I contend is wrong. As matters stand, my professional brethren will think I wanted to indulge in a piece of personal spite against a firm of solicitors, and I have no opportunity of a public explanation. Suffice it to say that this was not my object, the transaction in question being the only piece of business I ever had with the vendors' solicitors. As the Law Institution gave me little or no help, my object was to obtain aid from the members generally. JAMES POWELL.

London, July 16.

ADMISSION OF SOLICITORS IN CANADA.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I shall be glad if any of your subscribers can inform me whether the Government of the Dominion of of Canada allow English solicitors who desire to practise in that colony any indulgence enabling them to qualify for practice on easier terms than laymen. The Australian colonies, we know, give facilities. I have been unable, so far, to obtain a reply to the question.

July 16. INQUIRER.

CASES OF THE WEEK.

STAY OF PROCEEDINGS PENDING APPEAL—FORM OF APPLICATION—COSTS—ORD. 58, RR. 16, 17.—In a case of *Suffell* v. *The Bank of England*, on the 14th inst., an application was made to the Court of Appeal by the defendants for a stay of execution under the judgment which had been given at the trial for the plaintiff, pending an appeal. It was objected by the plaintiff's counsel that the notice of motion did not show on the face of it that the motion was made by way of appeal from the refusal of the divisional court to order a stay of execution, but appeared to be a notice of an original motion in the Court of Appeal. It was, however, stated by the defendant's counsel that an application was made to the judge who tried the case immediately after he had given his judgment for a stay of proceedings pending an appeal, and was refused. The court (Lord SELBORNE, C., and BRETT and COTTON, L.JJ.) held that this was a sufficient compliance with the requirement of rule 17 of order 58, that the application should be made first to the court below, and a stay of execution was ordered on the usual terms; but, inasmuch as the defendants had offered those terms before giving their notice of motion, and that had been refused by the plaintiff, the court, instead of taking the usual course of ordering the costs of the application to be paid by the applicants, ordered that the costs should abide the result of the appeal.—SOLICITORS, *Freshfields & Williams; J. R. Bailey.*

TRUSTEE IN BANKRUPTCY — SALE OF BANKRUPT'S PROPERTY—INCAPACITY OF PURCHASER—RELATIONSHIP TO TRUSTEE.—In a case of *Ex parte Forder*, before the Court of Appeal on the 14th inst., a question arose as to the validity of a sale which had been made by a trustee in bankruptcy of part of the property of the bankrupt. The property in question was a policy for £550 on the life of the bankrupt, who was seventy-five years of age, and it had been effected in the year 1840. The trustee had advertised it, with other property of the bankrupt, for sale by tender, and had then stated that its surrender value was £213. No tender was made for the policy. The trustee shortly afterwards, with the sanction of the committee of inspection, entered into an agreement to sell the policy for £250 to two persons, one of whom was the trustee's own son, and was under twenty-one, and the other was a young man of twenty-six, who was the nephew of the trustee's partner in business. The committee of inspection were not informed of the relationship between the trustee and the purchasers. A few days after the agreement had been entered into, one of the creditors made an offer to buy the policy himself for £270. This offer was declined, and the creditor then applied to the court to rescind the contract, and to order a sale of the policy by public auction. The only objections to the sale then raised were that it had been made at an undervalue, and that it had not been made by public auction, and the registrar dismissed the application with costs. Upon the appeal it was insisted that the sale was objectionable because of the relation in which the purchasers stood to the trustee, and because of the minority of one of them, and on these grounds the court (Lord SELBORNE, C., and BRETT and COTTON, L.JJ.) set aside the sale. Lord SELBORNE said that many authorities had laid down emphatically, not only with regard to trustees generally, but with regard to assignees in bankruptcy in particular, that they could not exercise the power of sale given to them for the benefit of the creditors directly or indirectly for the benefit of themselves, or of any one so connected with them as to stand in a position more advantageous than an ordinary purchaser. He could not agree that the present bankruptcy law, which authorized and required the trustee to act under the direction of the committee of inspection, had in any way displaced the principle of those decisions. If in any case the trustee had been reduced to the condition of a mere passive agent, of course the court must take all the circumstances into consideration. But there was nothing of that kind in the present case. The trustee received a proposition for the purchase of the policy, and informed the committee of inspection of it, and on the information which he gave them, they sanctioned the sale, and beyond that they they did not interfere. And even that sanction was not shown to have been given with any knowledge of the relationship between the trustee and one of the purchasers, or of the fact that he was a minor. Whether they were or were not to blame for not having asked any questions when they saw that one of the purchasers bore the same name as the trustee, as a matter of fact they did not ask any question. The principle, therefore, which had been established by a series of decisions, a principle of most cardinal importance, was fully and entirely applicable to the case. And, in addition to the fact that the sale was made for the benefit of the trustee's own son, there was the fact that he was a person legally incapable of contracting. The trustee must have been perfectly aware of this, and could have made no mistake. He deliberately entered into a contract which was void, which indeed was no contract at all. How under such circumstances the bankrupt's estate could be bound by the contract it was impossible to conceive. At any rate, the circumstances threw on the trustee the burden of showing that it was a proper contract. The circumstance that these facts were not brought before the registrar could make no difference, except as to costs, for, if the facts were capable of explanation, it was the duty of the trustee himself to bring them forward. No doubt the registrar would have come to the same conclusion if the same facts had been before him. But although the order for payment of costs by the appellant could not stand, no costs could be given to him. But the trustee who had misconducted himself must personally pay the costs of the appeal.—SOLICITORS, *Stocken & Jupp; S. G. Warner.*

PROOF IN BANKRUPTCY—INTEREST—SURETY—IMPLIED CONTRACT OF INDEMNITY.—In the case of *Ex parte Streeten*, before the Court of Appeal on the 14th inst., the question arose whether a proof in bankruptcy should be allowed for interest. A broker had been employed by a bankrupt to purchase oil for him, and had been authorized by the bankrupt to make himself personally responsible to the vendors. He had made purchases in that way, and had, in consequence of the bankrupt's default, been compelled to pay the vendors himself. He claimed to prove in the bankruptcy for the sums which he had thus paid, and he also claimed to prove for interest on them. The court (Lord SELBORNE, C., and BRETT and COTTON, L.JJ.), on the authority of *Ex parte Bishop* (L. R. 15 Ch. D. 400, 24 SOLICITORS' JOURNAL, 726), held that the proof for interest must be admitted, the principle there laid down being that, "where there is a contract to indemnify, express or implied, the person who is to be indemnified ought to be put in the same position as if the act against which he is to be indemnified had been done by the person who is to indemnify him at the time when it ought to have been done."—SOLICITORS, *H. W. Christmas; C. W. Taylor.*

COLLISION AT SEA—LIABILITY OF SHIPOWNER—LIMITATION—COST OF RAISING SUNKEN SHIP AND CARGO—MERCHANT SHIPPING ACT, 1862 (25 & 26 VICT. c. 63), s. 54.—In the case of *The St. Petersburg*, before the Court of Appeal on the 20th inst., a question arose as to the effect of the provision of section 54 of the Merchant Shipping Act of 1862 for the limitation of the liability of shipowners. A collision between two ships occurred in the River Thames, and one of them was sunk, and it was afterwards decided that the ship which was sunk was alone to blame for the collision. The owners of the sunken ship paid the sum of £8 per ton into court, and part of the money was awarded to the owner of some wool which formed part of the cargo. Afterwards the Thames Conservators, acting under their statutory powers, raised the

sunken ship and the cargo, and charged her owners with the costs of the operation. The owners then claimed a lien upon the wool which had been raised, for a proportionate part of these costs. In support of the claim, it was contended that the effect of the statutory limitation of liability was to relieve the shipowners from any responsibility for the injury other than the £8 per ton, and that when that sum had been paid their liability was purged, and they stood in the same position as if they had never been liable at all for their negligence. Consequently, the owner of the wool ought to bear his share of the cost which had been incurred, for the common benefit of the owners of the ship and the owners of the cargo. The court (JESSEL, M.R., and BRETT and COTTON, L.JJ.), however, affirming the decision of Sir R. Phillimore, held that the effect of section 54 was only to limit the liability of the shipowners to answer in damages for the negligence, and that it did not affect their responsibility in any other way. The wool was the property of its original owner, and the shipowner could not charge him with any part of the costs of raising it, which had resulted from the negligence of their agents.—SOLICITORS, *Ingledew & Ince; Stokes, Saunders, & Stokes.*

PRACTICE—TRUSTEES' REMUNERATION—REPRESENTATIVE ACTION — PARTIES ATTENDING INQUIRY — ADDITIONAL PARTIES.—In a case of *Conybeare* v. *Lewis*, before the Master of the Rolls on the 15th inst., a question was raised as to whether certain persons should be joined as parties, and the conduct of the action given to them under the following circumstances:—The action was a representative one on behalf of certain bondholders in an American railway company, and the substantial question involved was as to the amount of remuneration to be paid to certain trustees for the bondholders who had succeeded in reconstructing the company and forming a new company. The plaintiff's case was that a sum had been voted to the trustees as their remuneration at a meeting of the bondholders, and that no notice of any such proposition being about to be brought forward had been given. The plaintiff was a dissentient at the meeting, and subsequently brought this action on behalf of himself and all other bondholders, seeking in effect to have the question of the trustees' remuneration determined by the court, and to restrain them from dealing with the funds in their hands alleged to be appropriated towards their remuneration until this had been done. At a subsequent meeting of the bondholders, it was alleged by the defendants, the trustees, that the remuneration voted them at the previous meeting had been confirmed, but the plaintiff refused to be bound by such resolution, and this action proceeded. A judgment was now taken by consent directing an inquiry as to the amount of remuneration due to the trustees on a *quantum meruit*, and certain persons, members of a committee of the bondholders, now moved that they might be added as parties, and the conduct of the action given to them, on the ground that the plaintiff only represented the interests of a minority of the bondholders, and that the applicants represented the majority. JESSEL, M.R., said that the only question now to be determined in the action was that of the amount to be paid to the trustees, and he did not see why that question could not be determined by the plaintiffs on the one side and the defendants, the trustees, on the other. They were really the proper parties to settle it, as the plaintiff represented the dissentient minority and the trustees the assentients. No doubt there was something behind in the present case, but it had not been disclosed, and he could not but think that the attendance of any other parties would be mischievous on the inquiry, and might very likely prejudice the proper determination of the question. It was a very difficult and delicate task for the judge to settle these questions of remuneration. There were not only the services rendered to be considered, but also the success of these services and the position of the persons engaged, and the fact that certain services could only be rendered by persons in a certain position, and there were numerous other circumstances to be taken into consideration. Such cases generally ended in a compromise, and, in his opinion, it was much more likely that such would be the case if there were only two parties to the litigation than if there were more. There was not only no reason why the appellants should be joined as parties, but every reason against it, and therefore he should refuse the motion, but as the plaintiff and defendants did not press for costs the motion would be refused without costs. The plaintiff's and defendants' costs would be costs in the action.—SOLICITORS, *Hores & Pattison; Trinders & Curtis-Hayward; Munns & Longden; F. Romer.*

MORTGAGE—FORECLOSURE—ENLARGING TIME FOR PAYMENT—SUFFICIENCY OF SECURITY.—In a foreclosure action of *Cunliffe* v. *Newton*, before Hall, V.C., on the 14th inst., an application was made on behalf of the mortgagor for an extension of the time fixed for payment of the mortgage. The amount secured by the mortgage was £3,000 and certain arrears of interest, and the mortgagor produced evidence to show that the property was worth £3,850. The mortgagee submitted that the margin of security over the debt was insufficient, and that the mortgagor should pay into court a further sum before obtaining the indulgence he asked. HALL, V.C., however, held that the case was one in which six months' time should be granted, upon the terms of the costs and interest due up to the present time being paid within one month.—SOLICITORS, *W. A. Holcombe; Cunliffe, Beaumont, & Davenport.*

SOLICITOR—COSTS—CHARGE ON "PROPERTY RECOVERED OR PRESERVED"—23 & 24 VICT. C. 127, S. 28.—In a case of *Emden* v. *Carte*, before Fry, J., on the 15th inst., the question arose whether a solicitor was entitled to a charge for his costs of the action upon "property recovered or preserved" by means of it, under the following circumstances:—The plaintiff was an architect, and he sued the defendant for remuneration for services rendered by him in that character to the defendant in relation to the building of a theatre. The plaintiff also claimed damages for his wrongful dismissal by the defendant, and breach of an alleged agreement by the defendant to employ him as his architect in the building of the theatre. The plaintiff also claimed specific performance of the agreement, and an injunction to restrain the defendant from employing any other architect. The plaintiff asked for £1,790 remuneration, and £3,000 damages. The defendant denied the alleged agreement, and, on delivering his statement of defence, he, without admitting any legal liability to the plaintiff, paid £360 into court, alleging that this was the utmost to which the plaintiff could, on his own showing, be entitled. At the time when the action was commenced the plaintiff was an undischarged bankrupt, though this fact was not known to the defendant when he delivered his defence. The action was commenced without the knowledge of the trustee in the bankruptcy. When it came to his knowledge he took out a summons asking that he might be substituted as plaintiff, on the ground that the bankrupt had no interest in the subject-matter of the action. On this summons Fry, J., ordered (29 W. R. 600, L. R. 17 Ch. D. 169), that the trustee should be joined as a co-plaintiff with the bankrupt. His lordship was of opinion that the title to the remuneration and damages claimed had passed to the trustee, though he thought that the bankrupt still retained an interest in some of the relief sought. This decision was affirmed by the Court of Appeal. After the decision of Fry, J., the bankrupt's solicitor, who had conducted the proceedings in the action for him, took out a summons, asking a declaration that he was entitled to a charge on the money paid into court for his taxed costs, charges, and expenses of or in reference to the action as the solicitor employed by the plaintiff in the prosecution thereof, and for taxation and payment accordingly. The trustee offered to consent to a charge for the costs up to the time of the payment into court. The plaintiff's solicitor would not accept this, insisting that the order ought to be made in the terms of section 28 of the Act, without any limitation, leaving it to the taxing master to disallow any particular items that ought not to be allowed. The offer not being accepted, FRY, J., dismissed the summons. He was of opinion that the money in court had not been "recovered or preserved" by means of the action for the trustee, it having been brought, not to obtain any money for him, but to obtain it for the bankrupt, who had, indeed, actually applied to take it out of court, but his summons for that purpose was intercepted by the application of the trustee.—SOLICITORS, *F. C. Tudor; J. J. Winser*

SOLICITORS' CASES.

COURT OF APPEAL (LINCOLN'S-INN).

(Before JESSEL, M.R., and BRETT and COTTON, L.JJ.)

July 20.—*In the Matter of Edwin Hunt.*

This was an appeal from an order made by the Queen's Bench Division on the 4th inst. (reported *ante*, p. 680), for an attachment against one Edwin Hunt, an accountant, for having acted as a solicitor without being duly qualified to do so. The matter had been referred to one of the masters for inquiry, and from his report it appeared that Hunt was an accountant living in Charlotte-street, Bedford-square. He inserted an advertisement in the *Times*, addressed to solicitors without practice, offering them business at a good remuneration. A solicitor named Cotton responded to the advertisement, and some arrangement was entered into between him and Hunt that the latter should be allowed to use Cotton's name, and that the profits of business transacted should be shared between them. Hunt had acted as a solicitor in various matters under the style of Cotton & Co.

By section 2 of the Act (6 & 7 Vict. c. 73) it is enacted that no person shall act as a solicitor unless admitted and inrolled and otherwise duly qualified to act, but no penalty is imposed. And section 32 provides that any solicitor who wilfully and knowingly permits his name to be used in any action or other proceeding by any unqualified person upon the account or for the profit of any unqualified person shall be struck off the rolls, and that "in that case," it shall be lawful for the court to commit the unqualified person to prison for any term not exceeding a year. And by section 26 of the Act 23 & 24 Vict. c. 127, it is provided that every person who acts as a solicitor contrary to the enactment in section 2 of the first Act shall be deemed guilty of a contempt of court, and may be punished accordingly.

Fillan, for Hunt, contended that the case fell within section 32 of the first Act, and not within section 2, under which, as amended by section 26 of the second Act, the order had been made, and that under section 32 no proceeding could be taken against the unqualified person until after the solicitor, who had permitted him to use his name, had been struck off the rolls, for which purpose no application had been made. The appellant had really only been acting as the managing clerk of Cotton, and had done nothing but that which is always done by a managing clerk, though an unprofessional arrangement might have existed for the division of the profits of the business.

W. Murray, for the Incorporated Law Society, was not called upon.

JESSEL, M.R., said that section 2 of the first Act was quite general in its terms, and was intended to be so. It simply provided that no one should practise as a solicitor unless he was duly qualified. Section 32 had a different object. Section 2 was primarily directed against the unqualified person who acted as a solicitor; section 32 was primarily directed against the solicitor who lent his name to an unqualified person for his profit, but it also added a summary remedy against the unqualified person. Under section 2 the only remedy would have been by an indictment for misdemeanor, whereas, if the unqualified person could be brought within section 32, there was a summary remedy against him. By the Act of 1860 the Legislature amended this, and extended the summary remedy. It was said that section 32 would apply to the managing clerk to a solicitor, but a managing clerk did not act as a solicitor, and it was clear that the appellant had acted as a solicitor. Section 2 applied, and the appeal must be dismissed.

BRETT, L.J., was of the same opinion. He said the case was too plain for argument. It was one of those shameful and dangerous cases in which an accountant acted as a solicitor, and, knowing that he was doing wrong, attempted to cover it by inducing a solicitor who had been just admitted to lend him his name, upon terms which had not been disclosed, but could be easily guessed. He was acting as a solicitor under the cover of the name of a solicitor, and there was no room for any argument at all.

COTTON, L.J., said that if section 32 applied, section 2 equally applied to the case. There was none the less an offence against section 2 because the case also came within section 32. The appellant did not pretend to act as a clerk; he was really acting as a solicitor on his own behalf.

SOCIETIES.

INCORPORATED LAW SOCIETY.

The adjourned annual general meeting of the Incorporated Law Society was held on Friday, the 15th inst., at the society's hall, Chancery-lane, Mr. CHARLES CLARIDGE DRUCE, president, occupying the chair.

Upon the motion "That the annual report be received, approved, and entered on the minutes," which was moved by Mr. J. M. CLABON, the then president, and seconded by Mr. C. C. DRUCE, as vice-president, at the meeting on the 8th inst., an amendment was moved by Mr. J. E. FOX, and seconded by Mr. FRANCIS MILLER, to add to the motion the following words:—"With the exception of that part thereof which relates to the call of solicitors to the bar, this meeting being of opinion that the resolution of the Inns of Court should not be accepted, but that solicitors should have facilities for call to the bar equal to those already given to the members of the bar for admission to the roll of solicitors."

The CHAIRMAN thanked the members of the society for the compliment paid to him in his election to the office of president. He appreciated it all the more, inasmuch as it was not paid to him by his clients, or by the judges of the land, who, perhaps, might not know much about it, but by the best of all judges in the matter, his professional brethren.

Mr. FRANCIS MILLER, as the mover of the adjournment, resumed the discussion. He had not seconded the amendment in any spirit of antagonism to the council, for whom, in common he believed with the great majority, if not all, of his professional brethren, he entertained the sincerest respect, but he had felt it his duty to do so, because he could not believe for a single moment that any conclusion such as that contained in the report could be considered as a satisfactory settlement of the question. The report said that any solicitor who had passed the society's preliminary examination in its entirety might, on keeping four terms and passing the bar final examination, be called to the bar. He did not understand the word "entirety."

The CHAIRMAN said that occasionally a part of the examination was dispensed with.

Mr. MILLER, in that case, would not wish to deprive any member of the profession of his right to be called to the bar. The report only referred to those who had passed the preliminary examination of the society, but even at the present day there were many solicitors who had passed some other examination in lieu of it, or had obtained a dispensation order. He hoped that these would not be excluded from going to the bar.

The CHAIRMAN observed that the council had every reason to believe the Inns of Court would act favourably to these gentlemen, though he could not pledge himself with respect to it.

Mr. MILLER thought the fact that they did not know the final decision of the Inns of Court was sufficient reason for not adopting the report in its entirety. The society ought not to acquiesce in any arrangement by which solicitors were compelled to wait twelve months before they could go to the bar. The meetings in the hall had several times come to the conclusion by large majorities that solicitors ought to have the right on passing the bar final examination to be called to the bar without any other impediment being placed in their way. Why should solicitors be a proscribed class? (A VOICE.—They are not.) There was at one time a regulation of the Inns of Court which affected solicitors and solicitors only, and which said that until they had waited three years after leaving their profession they were not to be called to the bar. Why should solicitors alone be placed under this invidious distinction? And if they were the honourable body of men which he believed they were, why should they still have to wait one year without being permitted to earn their living? The regulation practically excluded those who would be most likely to take advantage of the opportunity of being called to the bar. The junior members of the solicitor branch of the profession would not be those who were desirous of becoming barristers, but those who had been for some time in the profession, and who having made a name in it, felt themselves capable of doing greater things than they could find opportunity for as solicitors. If the meeting

adopted the report as it stood, it would not be possible even for those whom they reckoned the greatest of the profession to go to the bar. It would not even be possible for the president or any of those who had preceded him to take advantage of the regulation. The Inns of Court would say they had not passed the preliminary examination. No matter that the examination was not instituted when they entered into articles. There was not a single member of the council who would be able to profit by the regulation proposed to be sanctioned. He ventured to say that not above one-fourth, or at any rate one-third, of the profession would be benefited by the regulation. The meeting could not allow it to go forth that the great body of solicitors meeting in their hall had determined that this was a satisfactory settlement of the question, and that as the Inns of Court had permitted them to go to the bar after relinquishing their business for twelve months, they were content. It was placing solicitors under a ban to which no other body of men were subject. Anyone but a solicitor might go to the bar without being compelled to give up his business for three years. He hoped the council would continue to direct their efforts towards the removal of this obnoxious regulation, and he felt certain that as they had year by year gradually induced the Inns of Court to give way, in another year or so they would obtain the removal of this regulation, and the solicitors would be as free to go to the bar as any other of her Majesty's subjects.

The CHAIRMAN read a letter which had been forwarded to him by Mr. Clabon as follows:—"I saw, during my year of office, two sets of treasurers of each Inn, and had much communication with them, the result being an absolute conviction in my mind that it is hopeless to get the Inns of Court to agree to more than a reduction of the twelve terms to four, and a dispensation with the preliminary examination for those who have passed our preliminary examination, with a further and very strong belief that Parliament will not interfere to compel the bar to admit us, more particularly after what they have now offered. I look upon it that the passing of the amendment would perpetuate the present state of things." That was the late president's view, and his own was in one sense stronger. The report did not profess to set forth what the council would wish to do, but what they had been able to do, and his own feeling, after close consultation with the council, was that it would be impossible for them to obtain any further concession at present.

Mr. C. FORD was very anxious that it should not go forth to the public that the society considered this resolution as final and satisfactory. He read an extract from the council's report of 1877:—"Previous to the passing of the Attorneys and Solicitors Act, 1860, an apprenticeship of five years, before any person could be admitted an attorney or solicitor, was in all cases and without exception necessary. This Act shortened (five years to three) the apprenticeship of persons who had been called to the bar, and, by regulation made by the judges under that Act, the same persons are exempted from the preliminary examinations which the Act authorized. Barristers not unfrequently disbar themselves in order to become solicitors, and in the greater proportion of such cases the candidate is of such age as to make an apprenticeship inconvenient, if not distasteful, and of such attainments as to make it unnecessary." He would have been glad if the council had followed that more closely, but if they would give some assurance that they were of opinion that the present state of things was not satisfactory, and that sooner or later the same privilege of going to the bar must be given to solicitors as the barristers enjoyed of coming to the solicitor branch, he would be satisfied that the report should be adopted.

Mr. EDWIN BEDFORD thought this a very important question, but was at the same time of opinion that the society had a great deal to thank the council for in having obtained such a concession. It must be remembered that it was not what they wished to have, but what they were able to obtain, that should satisfy them, and he had read with much pleasure that part of the report which stated that the council had, by their exertions, obtained a resolution from the Inns of Court by which the term, which had originally been three years, had been reduced to one. They might, of course, hope that even that was not a final settlement of the question, but he was afraid that in attempting too much they might lose everything, and that if the bar saw by what took place at this meeting that they were not even content with what the council had obtained for them, they might say, "Nothing will satisfy them; we will go back to affairs as they originally were." He hoped his fellow-members would feel they had much to be thankful for, and that they would support the council in what they had done, leaving to the future some further amelioration of the regulation. He did not think that solicitors who wished to go to the bar would find that one year such a very great hardship. His experience had been that it was usually the solicitors who had met with a certain amount of success who felt desirous of going to the bar, and these would not object to losing one year's profits in order that this might be brought about.

Mr. DODDS, M.P., happened to know something of the efforts which had been made to get the council's Bill passed through Parliament, and was cognizant of the difficulties which had beset the labours of the council on behalf of their own branch of the profession. He might say there was no gentleman in the room who was more strongly of opinion than he was that the year which still remained should be swept away, but it was necessary to consider the state of things as they existed and how they could be remedied. The conclusion to which the council had come had been that a very great step in advance had been made in the interests of the solicitor branch of the profession, and that they ought very gladly to accept anything which removed the difficulty which formerly existed, at any rate as far as two years were concerned, of the gap which existed between themselves and the higher branch of the profession as it was called. He did not regard this in any way as a final settlement of the question—(A VOICE.—The words of the report)—it was only a settlement of the question for the present, but neither in this, nor in matters of a similar kind, was there any finality. There was no reason why any future council who should represent the society in times to come should not endeavour, at some future period, to get rid of the one year which still separated the two branches of the profession, or any reason why the present council should not continue their efforts. Mr. Miller had referred to the solicitors as a proscribed class. This had been the case to a certain extent it was true, but they were now so far a privileged class that, instead of its being necessary for them to keep twelve terms before they were called to the bar, they were privileged to go there after keeping four terms. He (Mr. Dodds) was of opinion that those four terms ought to be got rid of, but as half a loaf was better than no bread, they ought well to be pleased when they had got two-thirds of the loaf. His experience in the House of Commons had been that the men who had been most successful in the accomplishment of reforms were those who had shown a readiness to adapt themselves to circumstances and to accept a compromise where a compromise was desirable—those who had been ready to take something on account and in time they got the remainder of what they considered themselves entitled to. If he knew his brother solicitors, he thought they would be of opinion that the council had adopted a wise course in coming to the conclusion at which they had arrived. He was quite sure that by proceeding with their Bill, the council would not have been able to have accomplished any improvement. By accepting compromises in communication with the Inns of Court and with those in authority the council had gained this great step, and the least that members could do would be to accept this great concession which had been made—not as a final settlement of the question, but as a settlement for the present—and then they might agitate as much as they thought proper for the removal of the year which remained. The council hoped this would be accepted as a great instalment of the measure of justice to which they thought the solicitors were entitled, and which, if they were now content with what had been conceded, he believed they would obtain at no very far distant period.

Mr. E. KIMBER quite agreed that this was a great step in advance, but in a question of this kind it was necessary to take into consideration those who belonged to the law and those who did not. Mr. Dodds was of opinion that it was a great instalment of justice, but in what light would the public regard it? Only the other day one of the newspapers had had a leading article upon the last discussion in the room, and had said distinctly that if the solicitors could do so little for the public, if the Incorporated Law Society could advance in so little a way towards granting reforms which the public could appreciate, the public would know how to

appreciate the Incorporated Law Society. He (Mr. Kimber) was sure the public would ask, if two years can be dispensed with, why not dispense with the whole three? and what was the use of retaining the four terms? It was quite true that the most successful men in Parliament had been those who, seeing the opportunity for a compromise, had seized it; but this was not the kind of compromise to which they ought to agree. They could not agree with the council in considering this a satisfactory settlement of the question. This report, being placed as it would be in the archives of the society, supposing the members should raise another agitation, it would be thrown in their teeth that they had adopted it and accepted its terms. Was it not more advisable to say in their report that they considered this only as a temporary settlement of the question? In his opinion that was all that the amendment desired—that they did not accept it as a permanent settlement of the question. He was sure the public would not accept it as such.

Mr. G. A. CROWDER said the object of the report was to state what had been done. They had heard from a member of the council, speaking on behalf of the council, that, while they claimed a certain amount of consideration for the concession which had been obtained up to the present time, it was not to be considered as a final settlement of the question. This was a violation of the words of the report. He maintained that if the meeting adopted this proposition, that this was only a temporary settlement, and that further advances would be made at some future time, they might very well adopt the report.

Mr. GREGORY, M.P., thought it was possibly known to the members that he had taken considerable interest in this question, and had for some years done what little he could in the promotion of the interests of the profession by bringing it under the consideration of Parliament. To his mind, the council had made, at all events for the present, what he considered a very good settlement of the question, and when gentlemen pressed upon the council what they were desirous should be done, they ought to consider that the council were not the Houses of Parliament. They were neither the House of Lords nor the House of Commons, much less were they both of them, and they must not only take into consideration what they would like to be done, but what the council were able to do. They must also remember that the bar was a very influential and powerful body in both Houses of Parliament. The society had a Bill in the House of Lords, and he had ventured to give notice in the House of Commons upon the subject, and the question was whether the council should bring on the one or the other. He had always looked upon the Bill in the House of Lords as hopeless, because the greater number of the lords who took part in the discussions were law lords, and every law lord and every connection of a law lord was a bencher of one of the Inns of Court. They could, therefore, look for but little success for a Bill promoted in the Upper House on the subject. With regard to the Lower House they knew that there, too, were many members of the bar, and it was not only the members of the bar who were to be considered but their connections, the law officers of the Crown, and the various ramifications which were all represented there, and which they had to meet. It was of little use discussing this question in the hall of the society unless they were prepared to move the public out of doors, and he ventured to say that the public would never go with them to any greater extent than the concession already granted. The council had to make the best terms possible, and when gentlemen objected to the year being retained, they should know that it was retained for the same reason the three years were originally retained, in order that an interval might exist between the passage from one branch to the other, and that the solicitor might not carry with him to one branch the connection he had made in the other. Speaking for himself, he could not see why the solicitor should not take this connection with him, because it had been legitimately earned, and might be legitimately retained, but, at the same time, that was a reason urged and strongly pressed in the House of Commons, and one with which there had been considerable difficulty in dealing. It was therefore, he thought, wise of the council to come to some compromise by which they would practically attain the object they had in view; and he asserted that they had practically attained it; because it was no very great hardship for a man to have to pause for one year in his progress from the solicitor branch of the profession to the bar. Three years had been felt to be a great hardship, and, to some extent might, perhaps, reduce a man to the starvation point, but this would not be the case when one year only was in question. He thought a really good arrangement had been made, and one which gave the solicitors a very considerable *status* and a much better opportunity of availing themselves of the passage to the bar. He thought the arrangement one which ought to be satisfactory to solicitors, and which had raised their *status* in the eyes of the public.

A MEMBER said the meeting were perfectly satisfied with what the council had done, but they did not wish it to be recorded in the report that they considered the settlement which had been arrived at as a satisfactory solution of the difficulty. Personally, he hoped the time would come when all distinctions which at present existed between the two branches, would be swept away, and he would be one of the first to join in any public movement with this object. If the report were adopted in its entirety, he felt that it would stultify any efforts he might hope to make in the future with the view of arriving at what he considered to be a satisfactory conclusion. In his opinion the costs of litigation would never be diminished until the two branches were united, and he felt certain that the public would be entirely in favour of such a movement. If the two branches were combined, as was the case in America and other places, the public would not be saddled with such heavy costs as was the case at present.

Mr. THOMAS PAINE (vice-president) suggested that there was no question before the meeting. It was clear they all had one end in view, and if the council had thought fit in the exercise of their discretion to accept the present settlement, he ventured to think it would be very unwise to attempt to go further.

Mr. J. E. FOX asked if there was any return of the number of solicitors who had gone to the bar, and the number of barristers who had become solicitors during the past five years?

The CHAIRMAN said that he was informed by the secretary that at the most twelve barristers had joined the solicitor branch of the profession. It was impossible to say how many solicitors had left to go elsewhere.

The amendment, on being put to the meeting, was negatived.

Mr. F. K. MUNTON observed, with respect to the remarks which had been made at the last meeting concerning the library, that although he did not agree with the strictures passed upon its management by Mr. F. W. Parker or with Mr. Indermaur, who considered that the students were entitled to the whole of the library, he thought some improvement ought to be made. Would it not be possible to retain one wing solely for the use of members, or if this were not practicable, at any rate a clear table? He did not think it ought to go forth that there was any suggestions of inattention on the part of the officials in the library. He thought everyone would say that, from Mr. Williamson down to the junior porter, the members received the greatest attention.

The CHAIRMAN remarked that the librarian had informed him that the southern wing of the library was set apart for the members, and that students were only allowed there when there was no room elsewhere. Duplicate practice books were also kept. A few months since the council had formed a committee to consider the accommodation of the entire building, and it might fairly be assumed that they would take the library into consideration.

The motion for the adoption of the report was then carried.

Mr. JAMES POWELL read the following motion of which he had given notice: "That the Council of the Incorporated Law Society do forthwith take such proceedings in the case *Re W———*, solicitors, submitted to the said society by Harris & Powell in March last, as to this meeting shall seem fit."

The CHAIRMAN considered he ought to ask the meeting whether this was a matter they should consider at all, as the question had been put before the council already for discussion as a purely conveyancing matter. The council had adjudicated on it to the best of their ability, and it would be excessively inconvenient if it were reopened in such a meeting as the present.

Mr. POWELL said that the chairman having so decided he would not press the subject for one moment.

Mr. GREEN rose to order. There were two notices on the

paper by Mr. Ford, relating to pleadings in legal proceedings and the payment of fees to barristers' clerks. These subjects had already been dealt with in the report. It seemed to him that the notices were out of order.

Mr. FORD remarked that the meeting was not in a position to examine into the merits or demerits of the motions until he had brought them forward.

The CHAIRMAN thought that, as the notices had been before them for some time, Mr. Ford should be allowed to bring them forward.

Mr. FORD moved, "That the use of pleadings in legal proceedings can, with advantage, be discontinued as a general rule of practice." He would like to say at the outset that he had no desire that pleadings should be abolished. He agreed with the report when it said:—"It has been suggested that pleadings should be abolished, but the council are of opinion that, although there may be instances in which pleadings could be dispensed with, yet in the majority of contentious cases the result of not ascertaining, by means of pleadings, the issues to be tried would be to increase greatly the expense of preparing for trial." He wished, however, to point out that it had been the intention of the Judicature Act to get rid of pleading, and to substitute something which was much more simple, but unfortunately the result had been that the pleadings with which solicitors had to deal were as technical as any which had existed before the passing of the Act. The terms of the Rules of the Supreme Court were, that the statement of complaint was to be as brief as the case might admit. It was to be a simple, plain statement, not a technical pleading. He suggested that the better plan would be to dispose of the issue at judges' chambers. Under the circumstances he had informed the gentleman who was to have seconded the motion that he wished to be allowed to withdraw the motion.

The motion having been withdrawn,

Mr. FORD read the following notice of motion which, at the suggestion of the chairman, he subsequently withdrew:—"That the practice which sanctions the payment of barristers' clerks, by suitors, for services rendered by such clerks to barristers as their employers, is objectionable in its operation, and ought to be discontinued."

The CHAIRMAN read the following notice of motion which had been given by Mr. Francis Miller:—"That a general meeting of the society shall be held at such time and place in the month of January or February as the council shall appoint." He observed that this looked like requiring an alteration of the bye-laws, and he would prefer a direct motion with this object.

Mr. MILLER said that he wished to alter the bye-laws by his motion in order that in future there should not only be an annual meeting which was held in the hottest month of the year, but a meeting in addition at an earlier period of the year, when the members would be likely to have a little more time to attend. At present the meeting was held at a time when it was impossible for them to attend in any great numbers, and of those who did attend many were compelled, by reason of other engagements, to leave before the meeting was concluded. No less than 250 gentlemen came into the hall at the last meeting, and how many were able to remain until the end? He thought the council should meet their constituents more frequently, in order that they might hear their opinions on the various subjects of interest to their branch of the profession. Until recently they had only had their annual meeting in July, and he believed that it was in consequence of this, to a very great extent, that the Metropolitan and Provincial Law Association was formed. That led to the holding of the annual meetings of the society in the provinces. This was a step in the right direction, but it did not go far enough. The fact that only 250 gentlemen attended their annual meetings was an argument for the holding of additional general meetings at a more convenient period of the year. It would be an advantage to the council to meet their constituents more frequently, and to hear the opinions even of those who were most opposed to their policy. The annual meeting only lasted two hours, and it was impossible for the members to express their opinions on the various subjects in which they were interested. If they were to meet in January they would be meeting at a period of the year when what they did might have some influence on the events of the succeeding six months, whereas, when they met in July, the session of Parliament was practically at an end, and all they had to do was to hear what had been done, and go away contented. They ought to meet at a time when their opinion could be expressed as to the course which ought to be adopted.

Mr. PAINE referred to the bye-laws, which, he observed, must be varied if the motion were carried. The charter required that an annual meeting should be held in the month of May or as soon after as might be convenient, and that other general meetings should be held as occasion should require and the bye-laws should direct. The bye-laws said that a special general meeting might be called at any time, and that twenty members might require a meeting to be called, in which case the council were compelled to call the meeting. Bye-law 19 said that no motion for the alteration of a bye-law should be considered unless previously approved by the council, or unless twenty-one days' notice should have been given. This was in effect a motion for the alteration of a bye-law, and he ventured to submit that the terms should be altered to a request to the council.

Mr. KIMBER seconded the motion. As he understood the bye-law, it said that meetings should be held as occasion should require, and he apprehended that there were many occasions for holding meetings, as often, perhaps, as once a month; at the most the motion was an expression of opinion that it would be convenient to have two meetings in the year instead of one.

The CHAIRMAN thought Mr. Miller should amend his motion.

Mr. MILLER expressed his wish to do so.

Mr. TODD remarked that if the meeting were held in January as suggested, it was very desirable that the subjects should be placed before the meeting as it should direct, and not as the president of the society should think fit. He thought that it was very inconvenient when a member brought a subject forward which he had already brought under the notice of the council, and was dissatisfied with their decision, that the president should say, "This is an improper matter to bring forward; it has already been considered."

Mr. F. K. MUNTON moved the resolution of which he had given notice as an amendment to Mr. Miller's motion. It ran as follows:—"That in addition to the afternoon annual business meeting in July, two meetings be held on the second Fridays in January and April respectively, to be called the 'January and April Meetings,' and that such meetings take place at seven o'clock p.m." He wished to observe at the outset that Mr. Miller had agreed with him that the amendment should run as follows: "That in the opinion of this meeting it is desirable that in addition," &c., and he thought it might be left to the council to consider the matter further and determine what should be done. He had attended these meetings for seventeen or eighteen years, and had always endeavoured to strengthen the hands of the council, and he did not desire to do anything which was in opposition to the council except so far as was necessary to demonstrate the point he was bringing forward. They must have all noticed how at the meeting last week half the members had left at a quarter to three, and at half-past three the speakers were referring to "the late hour which had been arrived at, and that they felt it impossible to address the meeting" on a subject which they had come some miles to speak upon. A very fair number had been present at the commencement of the meeting, but at least one-third had left before three o'clock, about another third before half-past three, and at four the adjournment of the meeting was moved. The council very properly took little part in voting on the motion; but when he moved that the adjourned meeting did take place in the evening, nearly the whole of the council held up their hands and so carried the voting. He would be sorry to deprive the members of the council of the opportunity of dining at their usual hour, but he hoped that if the opinion of the meeting was that it was desirable to meet at an hour when they would not feel it necessary to rush off to attend to the business of the day, the council would sacrifice a little convenience in order that the business of the society should be properly conducted. For many years after the establishment of the society the members were content to leave everything to the safe keeping of the council, but in these times the members were of opinion that the council ought not to be content to deal wholly with the important questions which came before them without applying now and again for the vote and sanction of their constituents. It was impossible for the members to consider the question before them dispassionately in the busiest month of the year, at the busiest hours of the day, when they felt that they ought to be attending to other business of their own. There

were other societies who felt it their duty to meet quarterly, and he had noticed that with regard to one of these, Mr. Clabon—for whom they had all the highest respect—was always regular in his attendance at their meetings which were held in the evening. He hoped that the members of the council would not object to sacrifice an evening now and then for the good of the members. There should be two meetings in January and April, in addition to those already held in July and October, which would make four quarterly meetings. He did not ask the council to go to the trouble of presenting a report at each of these meetings, but he thought they could very well send round a short circular stating the main points which required to be considered. He was not wedded to a particular hour. Some of the members in the country had written to him suggesting five o'clock, and he was quite willing to leave this as a question of detail in the hands of the council. All he asked was that the hour should not be in the middle of the working day, for it was the opinions of the persons actually at work in the business of the profession which were the most valuable.

Mr. DALTON MILLER, in seconding the amendment, remarked that the council were appointed by the members, and they ought to be acquainted with the opinion of the members, or they would not carry out their wishes.

Mr. J. W. PROUDFOOT considered it very necessary that they should meet more frequently, that they might have an opportunity of representing, in a proper manner, the grievances solicitors had to contend with. The way in which cases were disposed of—he would not say tried—was most unsatisfactory. Under present arrangements, with the courts in so many different places, it was impossible to bring cases properly before the juries. They ought to have more frequent opportunities of bringing these matters before the council, that they might be remedied.

Mr. LAKE, speaking as a member of the society and not as one of the council, was personally quite in favour of the motion, and that other meetings should be held than those it was customary to have at present. He was quite in favour of holding quarterly meetings if the society thought it right to do so, but he must object, in the strongest manner, to the hour which had been suggested, not on the ground of mere individual convenience, because he was sure that no member of the council would like to put that forward as a reason, but on the ground that the greater number of the members lived out of town, and he thought a meeting at that hour would not bring more than twenty-five gentlemen together. He would vote against the motion for the purpose of afterwards bringing forward a similar motion, but omitting the hour of meeting, and leaving it to the council to call it for such an hour as they should think fit.

Mr. F. R. PARKER had been quite opposed to the motion, but Mr. Munton had at least convinced him that the question was worthy of consideration. He suggested that Mr. Munton should so frame his resolution as to make it a request to the council, or to the committee which was to be appointed, to take it into consideration. He thought it would then be passed without any division. He deprecated, however, the arriving at any definite conclusion in so small a meeting.

Mr. T. H. BOLTON hoped the motion would be passed. It was all nonsense to talk of recommending the matter to the serious consideration of the council, but there was no wish to fetter their hands, and the members only asked for an opportunity of bringing forward subjects of interest to the general profession. He thought two o'clock as convenient a time as any for the meeting. He was sure seven o'clock would prevent a great many from coming, and thought that the question of the time should be left to the good sense and judgment of the council.

Mr. J. L. TOURLE had always noticed a great difference of opinion between the council and the members at these meetings, so much so that many were quite disheartened, and refrained from making suggestions on account of that great body of power which they saw before them. He thought they should meet frequently and discuss their grievances, and there was plenty of opportunity for reform.

Mr. RUBENSTEIN wished for more opportunities of meeting the council, and thought two o'clock an inconvenient time. Many of the members attended at great personal inconvenience, which would not be the case if the meetings were held in the evening.

Mr. MUNTON, with the permission of the meeting, altered the amendment to the following:—"That, in the opinion of this meeting, it would be desirable that, in addition to the afternoon annual business meeting in July, two meetings should be held in the months of January and April respectively, and that such meetings take place at such an hour as the council may appoint."

Mr. PAINE said the chairman wished it to be known that the council had no indisposition to meet the members as often as they desired. Time was, of course, of consequence to all of them, and not more to the council than to the members. They all attended at much inconvenience to themselves, and the council bestowed a good deal of their time, as wisely as they could, for the benefit of the members. The meeting had, he thought, been wise in leaving the hour of meeting to the council, whose purpose would not be answered if an hour were fixed at which members could not attend. This would merely be to throw the decisions into the hands of a few who would take the trouble to be present.

The CHAIRMAN observed that the time of one meeting need not regulate that of another.

The CHAIRMAN put the amendment as altered, which was carried unanimously.

Mr. FRANCIS MILLER moved, "That the council be requested to hold the half-yearly meeting of the society in the City of London." He thought that the January meeting should be held in the City, which would be a very great convenience to a large number of the members of the society who had offices in the City, and were desirous of attending these meetings. Many of those who had not hitherto attended would do so if a meeting were held in the City.

Mr. KIMBER seconded the motion.

Mr. BOLTON thought that if a man would not take the trouble to come to the hall he would not attend these meetings under any circumstances.

At the suggestion of Mr. MUNTON, Mr. MILLER withdrew the motion, as his only desire was to consult the general convenience of the members.

Mr. KIMBER moved: "That a committee be chosen from the members of the society for the purpose of recommending what changes might be beneficial in the organization and functions of the society so as to make it more useful to the public and the members, and more representative of the wishes and interests of the profession at large; and that such committee consist of the following gentlemen:—Mr. Rubenstein, Mr. Hanbart, Mr. Collings, Mr. Joseph Mote, Mr. Francis Miller, Mr. Fox, Mr. Munton, Mr. Bolton, and himself." He did not propose to say anything in support of his resolution, but would content himself with reading the words of the report, as follows:—"The council are now awaiting the report of the committee, and, according to their promise, will send a copy to every member of the society, and call a special general meeting to consider it. It was proposed at a meeting held in May that an outside committee should be formed to make suggestions before the special general meeting should be held. The council assent with pleasure to this, and suggest that at the general meeting a committee of this character be appointed, and that it consist of some of the members who have taken part in the debates, with any additions that may be suggested."

Mr. HANHART seconded the motion.

Mr. LAKE would like to know whether Mr. Kimber had read the extract from the report as supporting or opposing his resolution? In his opinion it distinctly opposed it, as the report suggested one thing, and the resolution something totally different. It was one thing for the council to suggest that there should be a committee appointed for the purpose of making "suggestions before the special general meeting should be held," but quite a different thing to have a committee for the purpose suggested by Mr. Kimber. It appeared to him to be a vote of censure on the council. It would also be necessary to have a new charter altering the constitution of the society, and what good could come from the appointment of a committee of investigation without giving them power to see books or consult officials? What good would they do by coming to Chancery-lane and asking questions? Speaking as a member of the council, and considering the motion as a vote of censure on them, he for one would not assist the committee in the slightest degree. Mr. Kimber could not be trying to take in the society, but he was using a very disingenuous argument in saying the council intended to appoint a committee for the purpose he suggested.

Mr. KEEN said that he was the parent of the proposition for appointing the special committee, but he only intended it to be appointed in very special circumstances. He did not think any alteration in the organization of the society was required, and if the members felt very strongly upon any particular point they had nothing further to do than to submit their views to writing. He thought that if the special committee were appointed, and certain resolutions and suggestions were put into writing, they would be of very great assistance to the council. But he must disown the way in which Mr. Kimber had amplified the suggestion for a special committee under special circumstances. He thought that if a special committee were always sitting it would be found to be as great an evil to do too much as to do too little.

Mr. FRANCIS MILLER observed that had he not thought that the council intended in pursuance of their report to move a resolution appointing a special committee, he would have given notice to the effect.

Mr. PAINE stated that from certain inquiries which had been made by Mr. Clabon, the late president, after the report had been printed, he was led to the belief that the report would never be made public, and if that had been the case and the judges made rules, what would have been the use of the committee? He agreed with Mr. Lake that the motion was a vote of censure.

The PRESIDENT read an extract from the SOLICITORS' JOURNAL as follows:—"There is no foundation for the doubt which has recently been expressed with regard to the publication of the report of the Legal Procedure Committee. Both the Lord Chancellor in the one House and the Attorney-General in the other have promised to lay it on the table. With regard to the suggestion that the judges will make rules based on the report before it is published, we may point out that as all the members of the Rule Committee of Judges (with one exception) are away on circuit, and the long vacation will commence before their return, there is no prospect of any meeting of the committee being held to consider any proposal which may be made."

Mr. KEEN suggested that it was quite open to Mr. Kimber or any other gentleman to move the committee to be appointed.

Mr. KIMBER asked whether he was to understand that the council, now they knew the report was to be published, still intended to call this special general meeting before November?

The PRESIDENT answered that the council had pledged themselves to circulate the report as soon as it should be published, and to call a meeting.

Mr. KIMBER.—At what time do you propose to appoint this committee?

Mr. LAKE.—Not at all. It was never suggested.

Mr. W. MELMOTH WALTERS said the idea was that the members of the society generally should concur with the council in discussing the question, and that they should appoint their committee. If the council nominated the members, it would be said it was a packed committee. The council wished to work with the members, and if they named their men the council would meet them with pleasure.

Mr. KIMBER.—That is all I want.

Mr. HANHART said that Mr. Kimber's motion had been brought before them before the meeting was held at which Mr. Keen had made the proposition. The motion was put in the paper when they came to the first of the meetings in May, therefore there ought not to have been any confusion whatever between the two committees. His own reasons for the formation of the committee had now disappeared, because at the two meetings which had been held they had discussed so many questions, and the council had been so effectually put in possession of the views of the members on many subjects, that the necessity of a committee for the purpose of recommending what changes might be beneficial, was not now so necessary. The motion did not, however, appear to him in any way a slur upon the council. Surely the council did not suggest that the organization of the society was perfect in every way, and that it was not possible for any of the members to make any suggestions or appoint any committee that could be of some service. It did appear to him that there were many things concerning the society which could be improved. In the beginning of the report the council referred with satisfaction to the increasing strength of the society, "which showed a growing desire on the part of solicitors to aid in the performance of the functions which the society was, on its establishment, intended to fulfil, as distinguished from the idea—too prevalent in former years—that membership was advantageous only in the sense of conferring some mere personal convenience or benefit on those who joined the ranks of the society." He held that the intention of solicitors in becoming members of the society was to obtain some personal benefit, and that if they did not, the society was not fulfilling all its functions. He was sorry to find in the outside world that he derived no benefit whatever from being a member. He had the pleasure of consulting the library when he could get the books, but he did not find that the membership of the society caused one to be held in any greater respect in the outer world. It appeared to him that changes might be made with the view of making the society more powerful in the world, and its deliberations and resolutions more respected, and to carry more weight with the public than was at present the case. Every solicitor ought to be compelled to be a member of the society, and the society should be the portal through which every man should enter the solicitor branch of the profession. The society should take steps at some future time to bring about an alteration in the law by which the management of the profession should be entirely in its hands.

Mr. LERICHE thought there were questions of practice which might be materially improved, and which might well be considered by such a committee as that which was suggested. For example, where a counsel took a brief and did not appear when the case came on for hearing, the council had merely to suggest to the benchers that the fee should invariably be returned in such cases, and counsel would attend to their appointments. He would suggest that Mr. Kimber should bring his motion forward at the next meeting. It could not well be considered by so small an number as those present.

Mr. MUNTON moved as an amendment that a committee should be appointed similar to that suggested in the report, and that it should be nominated at the Brighton meeting in October. This would be carrying out the suggestion of the council themselves, and at the same time it would show, both to the members and the outside public, that the society were not letting the matter slip through.

Mr. BOLTON would have some little hesitation in serving on a committee armed with such sweeping powers. They had better pass a resolution to appoint a committee in the terms of the report. He would be happy to second the amendment.

Mr. PAINE thought the better plan would be to wait for the publication of the report, and the special meeting which would follow. He did not think time would be found at the Brighton meeting to consider it.

Mr. T. H. DEVONSHIRE thought the appointment of a committee to overhaul the constitution of the society, and to do they knew not what, would be taking a step in the wrong direction entirely. He did not think the meeting could do better than to adopt the suggestion just made, that the matter should stand over altogether until the long-promised report of the Legal Procedure Committee had been published, and leave it to the council to do what they thought fit in calling the society together that they might have an opportunity of considering it.

Mr. BOWER said the motion would be entirely subversive of the council. It was really an inquiry as to whether they had done their work.

Mr. P. COLLINGS thought Mr. Kimber was desirous of lending assistance to the council. He knew that they had a deal of work to get through, and that they were interested in looking after the higher interests of the profession; but there were many things which the council could not look after, and a sub-committee ought to be appointed, who could meet at such times as they chose, and who could suggest to the council certain changes, and it could be for the council to decide whether these were beneficial or otherwise. Not a single communication had been made by the council to the general body of solicitors with regard to any changes or alterations they could suggest—with respect to the bankruptcy law for instance. The council would learn where the shoe pinched, and would find out what changes would be beneficial to the public at large, as well as to the profession.

Mr. A. CALKIN LEWIS was opposed to the motion, but hoped the appointment of the committee referred to in the report was only deferred, and that a special meeting would be called in due course.

Mr. CHAPMAN HALL remarked that if counsel under-

took cases, they ought to be compelled to be present when they came on for trial. If solicitors acted as barristers did, they would be struck off the roll, or at least severely censured.

Mr. KIMBER said he was quite prepared to withdraw his motion in favour of the amendment.

Mr. LAKE strongly objected. It was a vote of censure.

Mr. PAINE was sure there would be no time to consider it at the Brighton meeting.

Mr. MUNTON observed that he had not proposed discussion, but that the committee should simply be nominated.

Mr. KIMBER replied, and said that it was ridiculous to look upon the motion as a vote of censure. It had been said that it was not the same as that proposed by the council. *Primâ facie* it was not, but what other committee had been proposed at the meeting in May? When he had proposed to withdraw his motion he had been met by Mr. Lake, who said it was a vote of censure. This was the kind of spirit which had stood in the way of all their reforms. But so far from having intended it to be a vote of censure on the council, he had intended it to be a means of support to them. They met as brethren in one common profession, and he hoped they were able to conduct their meetings with ability, and, he trusted, with courtesy. With the permission of the meeting he would withdraw his motion.

A MEMBER suggested that the committee proposed by the council should now be appointed.

Mr. PAINE observed that the state of things which existed when that promise was made no longer obtained. The report had not yet been issued. When it had been it would be circulated amongst the members and the meeting called.

Mr. FRANCIS MILLER urged that the report had led everybody to believe that the special committee would be appointed at that meeting. He suggested that the motion for the appointment of the committee come from the council themselves, leaving the nomination to the members.

Mr. LAKE said that was exactly what could not be done. It was no part of the business to appoint a committee in order that it might be nominated in another place. Bye-law 11 required that the meeting should only consider the business mentioned in the notice convening it.

Mr. F. MILLER moved the adjournment of the meeting. He thought that the appointment of the committee referred to in the report was part of the business.

The motion was not seconded.

Mr. KIMBER moved the adjournment. They had not nearly finished the business for which the meeting was called.

Mr. FOX seconded the motion, which was put to the meeting and negatived.

A vote of thanks to the chairman was moved by Mr. P. RICKMAN, seconded by Mr. MUNTON, and carried unanimously.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held on Wednesday, the 13th inst., at the Law Institution, Chancery-lane, London, the following directors being present: — Messrs. Rickman (chairman), Asker (Norwich), Brook, Hedger, Kays, Keen, Pennington, Roscoe, Walters, and Woolbert (Mr. Eiffe, secretary). A sum of £285 was distributed in grants of relief; fifty-one gentlemen were admitted members of the association, and other general business was transacted.

At the Auction Mart, on Wednesday last, Messrs. Edwin Fox & Bousfield sold the following shares:—28 £20 original shares in the Epsom Grand Stand at an average of £121 12s. 6d. per share; 18 "New Thirds" (£6 13s. 4d. paid) in the same at an average of £31 6s. per share; 50 £100 shares (£10 paid) in the Law Life Assurance Society at an average of £121 12s. 6d. per share; 200 £100 shares (£2 10s. paid) in the Law Fire Assurance Society at an average of £18 per share; 180 £50 shares (£8 paid) in the Legal and General Life Assurance Society at an average of £13 6s. per share; 40 £50 shares (£7 11s. 6d. paid) in the London and Provincial Law Assurance Society at an average of £7 15s. per share; and £375 Stock in the United Land Company sold at par—the total proceeds of the sale amounting to £15,848.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

June, 1881.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of Merit.]

Ernest Crundwell, who served his clerkship to Mr. George Daniel Warner, of the firm of Messrs. Gorham & Warner, of Tonbridge; and Messrs. Prior, Bigg, Church, & Adams, of London.

Henry Martyn Mowll, who served his clerkship to Mr. Worsfold Mowll, of Dover.

Robert McLean, who served his clerkship to Messrs. Hall, Son, & Lord, of Manchester; and Messrs. Dangerfield & Blythe, of London.

William Jackson Perkins, who served his clerkship to Messrs. Peake, Snow, & Peake, of Sleaford.

Samuel Foster Butcher, who served his clerkship to Mr. Joseph Farmer Milne, of the firm of Messrs. Hinde, Milne, & Sudlow, of Manchester.

Alfred Dashwood, who served his clerkship to Mr. John Wilson Fardell, of Ryde, Isle of Wight; and Mr. Henry Hope Shakespear, of the firm of Messrs. Lambert, Petch, & Shakespear, of London.

SECOND CLASS.

[In Alphabetical order.]

James Pateshall Bowden, who served his clerkship to Mr. William Norris, of Tenbury, Worcestershire; Messrs. Emmet & Son, and Messrs. Longbourne, Longbourne, & Stevens, of London.

George Ernest Branson, who served his clerkship to Mr. Charles A. Branson, of the firm of Messrs. Branson, Son, & Coombe, of Sheffield; and Mr. C. W. Taylor, of London.

Charles Robert Hargreaves Hardcastle, LL.B., who served his clerkship to Messrs. Lambert, Petch, & Shakespear, of London.

Walter Richard John Hickman, who served his clerkship to Mr. William Winter, of the firm of Messrs. Winter & Co., of London.

James Hislop, who served his clerkship to Mr. Edward George Simpson, of Manchester.

Arthur George Hooper, who served his clerkship to Mr. Joseph Stokes, of Dudley.

William Lethbridge Kingsford, B.A., who served his clerkship to Messrs. Murray, Hutchins, & Stirling, of London.

Robert Mossop, the younger, who served his clerkship to Mr. Samuel Septimus Mossop, of Long Sutton; and Mr. Charles Mossop, of London.

John Neely, who served his clerkship to Mr. George Martin Hughes, of the firm of Messrs. Hughes, Hooker, Buttanshaw, & Thunder, of London.

Francis Nunn, who served his clerkship to Mr. John P. Bird, of the firm of Messrs. Hume, Bird, & Eldridge, of London.

Thomas Probert Perks, who served his clerkship to Mr. Herbert Russell, of the firm of Messrs. Barnes & Russell, of Lichfield.

Frank Adolphus Rowe, who served his clerkship to Mr. Stanley Chapman, of the firm of Messrs. Brook & Chapman, of London.

John Sewell, who served his clerkship to Mr. Ewart Simon Mounsey, of the firm of Messrs. Gray & Mounsey, of London.

Alfred Thomas Simpson, who served his clerkship to Messrs. Stone & Simpson, of Tonbridge Wells; Mr. W. Sprott, of Mayfield, Sussex; and Messrs. Collyer-Bristow, Withers, & Russell, of London.

Herbert Weston Sheppard Sparkes, who served his clerkship to Mr. William Pope, jun., of the firm of Messrs. Sparkes & Pope, of Crediton; and Mr. Charles James Daw, of the firm of Messrs. Guscotte, Wadham, & Daw, of London.

Kelso Storey, who served his clerkship to Mr. William Moore, of Sunderland, deceased; and Mr. William Dalla

Mann, of the firm of Messrs. Moore, Longden, and Mann, of the same place.

Charles Edward Taylor, who served his clerkship to Messrs. Masefield & Sons, of Ledbury; and Messrs. Geare & Son, of London.

John Toovey, who served his clerkship to Messrs. Damant & Son, of West Cowes; and Messrs. Clarkson, Greenwell, & Wyles, of London.

Harry Waddington, who served his clerkship to Mr. John James Waterworth, of Keighley.

Samuel Ward, who served his clerkship to Mr. Edward Withinshaw Hollinshead, of Tunstall.

THIRD CLASS.

[In Alphabetical order.]

Thomas Reuben Barlow, who served his clerkship to Mr. Richard Cobbett, of the firm of Messrs. Cobbett, Wheeler, & Cobbett, of Manchester; and Mr. Charles William Townley Yeilding, of London.

Anthony Nichol Bowman, who served his clerkship to Mr. John Giles Mounsey, of the firm of Messrs. Mounsey & Co., of Carlisle; and Messrs. Gray & Mounsey, of London.

Walter Thomas Curtler, who served his clerkship to Messrs. Curtler & Davis, of Worcester; and Messrs. Bolton, Robbins, & Busk, and Messrs. Thomas White & Sons, of London.

Joseph Davies, who served his clerkship to Mr. John Jenkins, of the firm of Messrs. Jenkins & Davies, of Llanidloes, Montgomeryshire.

Charles Herbert Dorman, who served his clerkship to Mr. Charles Dorman, of the firm of Messrs. Kingsford, Dorman, & Co., of London.

Alexander Arnold Hannay, who served his clerkship to Mr. Alfred James Shepheard, of London.

William Henry Heath, who served his clerkship to Mr. Samuel Edward Heath, of Nottingham.

Benjamin Hoddinott, B.A., who served his clerkship to Mr. Nehemiah Learoyd, of London.

James Joblin, who served his clerkship to Mr. John George Hargreaves, of Durham.

Edward Bellamy Kitson, who served his clerkship to Mr. F. W. Gundry, of Bridport; and Messrs. Surr, Gribble, & Bunton, of London.

Charles Lupton, who served his clerkship to Messrs. Dibb, Atkinson, & Braithwaite, of Leeds; and Messrs. Paterson, Snow, & Bloxam, of London.

James McDonald, who served his clerkship to Mr. James Parry, of Manchester.

Edgar William Mason, who served his clerkship to Mr. Edwin Farrar Mason, of Birmingham.

Robert Nevill, who served his clerkship to Mr. Cornelius Thomas Saunders, of the firm of Messrs. Saunders & Bradbury, of Birmingham; and Messrs. Crowder, Anstie, & Vizard, of London.

Charles James Prior, who served his clerkship to Messrs. Prior, Bigg, Church, & Adams, of London.

Arthur James Sisson, who served his clerkship to Messrs. Birch, Cullimore, & Douglas, of Chester; and Messrs. Merediths, Roberts, & Mills, of London.

Herbert Warren, B.A., who served his clerkship to Mr. Alexander Balderston, of London.

Henry White, who served his clerkship to Mr. Charles Hall, jun., of Huddersfield.

Josiah Whitmore, who served his clerkship to Mr. William Wilkins, of Peterborough.

Edward Thomas Rice Wood, who served his clerkship to Mr. Arthur Cheese, of Rhayader, Radnor.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Crundwell, the prize of the Honorable Society of Clement's-inn. Value 10 guineas.

To Mr. Mowll, the prize of the Honorable Society of Clifford's-inn. Value 5 guineas.

To Mr. McLean, the prize of the Honorable Society of New-inn. Value 5 guineas.

To Mr. Perkins, Mr. Butcher, and Mr. Dashwood, prizes of the Incorporated Law Society. Value 5 guineas each.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates who attended the examination was 116.

THE DANIEL REARDON PRIZE.

Pursuant to regulations made as provided by the deed relating to the above prize, it has been divided into four prizes, one of which will be awarded at each honours examination.

The council have accordingly awarded

To Mr. Harry Faulkner Brown, the Daniel Reardon Prize for January, 1881.

To Mr. Henry James Brown, the Daniel Reardon Prize for April, 1881.

To Mr. Ernest Crundwell, the Daniel Reardon Prize for June, 1881.

MANCHESTER LAW STUDENTS' SOCIETY.

The second meeting of the summer session was held on Tuesday, July 5, at the Law Library, Cross-street, Manchester, the chair being occupied by W. H. Holdsworth, Esq. The question for debate was, "Ought a free-trade policy to be absolutely maintained by Great Britain towards those countries which adhere to a system of protective duties?" Mr. Butcher opened the affirmative side of the question, and was followed by Messrs. Rayner, Linell, and Coward; and Messrs. Hislop, Law, Rowland, Norton, and Rycroft argued for the negative. Mr. Freston, who was introduced by the chairman, also spoke on the question in the course of the evening. Mr. Butcher having replied on behalf of the affirmative, the chairman addressed the meeting on the point, and after considering both sides of the question in a very able manner, put it to the meeting, when it was decided in the negative by a majority of six votes. A cordial vote of thanks to the chairman brought the meeting to an end.

LEGAL APPOINTMENTS.

Mr. ALEXANDER ASHER, advocate, who has been elected M.P. for the Elgin Boroughs in the Liberal interest, is the second son of the Rev. William Asher, of Inveravon, Banffshire. He was educated at the Elgin Academy, and at the University of Edinburgh, and he was called to the bar in Scotland in 1861. Mr. Asher was an advocate depute from 1871 till 1874, and at the last general election he unsuccessfully contested the Universities of Glasgow and Aberdeen.

Mr. ALFRED WILLIAM COWDELL, solicitor, of Chesterfield, has been appointed a Perpetual Commissioner for Derbyshire for taking the Acknowledgments of Deeds by Married Women

Mr. FRANK STANLEY DOBSON, barrister, has been appointed Solicitor-General for the Colony of Victoria in the new administration. Mr. Dobson was called to the bar at the Middle Temple in Michaelmas Term, 1860.

Mr. WILLIAM THOMAS HAMLIN, solicitor (of the firm of Hamlin & Grammer), of Gunnersbury, and 7 and 3, Staple-inn, has been appointed a Perpetual Commissioner for taking the Acknowledgments of Deeds by Married Women for the Counties of Middlesex, Surrey, and Kent, and the Cities of London and Westminster.

Mr. GEORGE TAYLOR, solicitor, of Scarborough, has been elected Clerk of the Peace for that borough. Mr. Taylor was admitted a solicitor in 1856.

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-FRENCH UNION BANK, LIMITED.—Petition for continuation of voluntary winding up presented July 6, directed to be heard before V.C. Hall on July 22. Paddison and Co, Castle st, Holborn, solicitors for the petitioner

ANGLO-VIRGINIAN FREEHOLD LAND COMPANY, LIMITED.—By an order made by V.C. Hall, dated June 17, it was ordered that the above company be wound up. Rooke and Sons, Lincoln's inn fields, solicitors for the petitioners

ARMY AND NAVY PROVISION MARKET, LIMITED.—Petition for winding up, presented July 12, directed to be heard before the M.R. on July 23. Fowler and Co, Borough High st, solicitors for the petitioners.

ARTISTIC COLOR PRINTING COMPANY, LIMITED.—Creditors are required, on or before Sept 30, to send their names and addresses to James Cunliffe, Milner's bldgs, Finsbury pavement. Nov 2 at 11 is appointed for hearing and adjudicating upon the debts and claims

GROSVENOR CO-OPERATIVE STORES, LIMITED.—Petition for winding up, presented July 14, directed to be heard before V.C. Hall on July 29. Sydney, Coleman st, solicitor for the petitioners

MANUFACTURERS' FIRE INSURANCE COMPANY, LIMITED.—Fry, J., has fixed July 25 at 11 at his chambers for the appointment of an official liquidator

TITUS SOMERFIELD AND SON, LIMITED.—Petition for winding up, presented July 11, directed to be heard before the M.R. on July 23. Bower and Cotton, Chancery-lane, agents for Baker, Walsall, solicitor for the petitioner.

WHITCHURCH AND ELLESMERE BANKING COMPANY, LIMITED.—By an order made by Hall, V.C., dated July 8, it was ordered that the company be wound up. Cunliffe, Beaumont, and Davenport, Chancery-lane, agents for Churton, Chester, solicitor for the petitioner

[*Gazette*, July 15.]

AVONSIDE ENGINE COMPANY, LIMITED.—By an order made by Fry, J., dated July 8, it was ordered that the company be wound up. Clarke, Woodcock, and Ryland, Lincoln's-inn-fields, solicitors for the petitioners.

CLIVIGER COTTON SHED COMPANY, LIMITED.—The M.R. has, by an order dated June 28, appointed Joshua Rawlinson, Nicholas st, Burnley, to be official liquidator. Creditors are required, on or before Oct 1, to send their names and addresses and the particulars of their debts or claims to the above. Nov 2 at 11 is appointed for hearing and adjudicating upon the debts and claims

COUNTERSLIP SUGAR REFINERY COMPANY, LIMITED.—By an order made by Fry, J., dated July 9, it was ordered that the voluntary winding up of the company be continued. Clarke and Co, Lincoln's inn fields, solicitors for the petitioners

GREAT WHEAL POLGOOTH, LIMITED.—Petition for winding up, presented July 16, directed to be heard before V.C. Bacon on July 30. Beall and Co, Queen Victoria st, solicitors for the petitioner

HORNSEA STEAM BRICK AND TILE WORKS, LIMITED.—Creditors are required on or before Aug 31 to send their names and addresses, and the full particulars of their debts or claims to Joseph Hardy, Norfolk row, Sheffield. Oct 31 at 12 is appointed for hearing and adjudicating upon the debts and claims.

REECE'S PATENT ICE COMPANY, LIMITED.—Petition for winding up, presented July 18, directed to be heard before V.C. Hall on July 29. Flint and Gardner, St Helen's place, solicitors for the petitioner.

RYE VALE DISTILLERIES COMPANY, LIMITED.—V.C. Hall has fixed July 29 at 12 at his chambers, for the appointment of an official liquidator

[*Gazette*, July 19.]

FRIENDLY SOCIETIES DISSOLVED.

CHESTER CO-OPERATIVE INDUSTRIAL AND PROVIDENT SOCIETY, LIMITED, Frodsham st, Chester. July 16

DEVIZES DISTRICT WIDOW AND ORPHANS' SOCIETY, Odd Fellows' Hall, Devizes. July 16

[*Gazette*, July 19.]

LONDON CASES AT COUNTRY ASSIZES.

AT the opening of the assizes for the county of Herts on the 18th inst., Lord Justice Bramwell said he had ascertained that two of the causes entered for trial at these assizes were London cases, and he said at once that he would not try such cases. In one of these cases the cause of action appeared to have arisen in Red Lion-square, and the parties had no business to send such a cause to be tried at Hertford. Mr. Channell, who was one of the counsel retained in the cause referred to, said that after the cause had been set down for trial an application had been made on behalf of the defendant to one of the masters to change the venue back to London, and the master had referred the application to a judge at chambers, who declined to make any order. Lord Justice Bramwell said that such a cause had no business on the list for trial at Hertford, and masters and judges at chambers must understand that he would not try London cases at the assizes without some special reason. His lordship then addressed a special jury that had been sworn, and said it might be as well for him to state that the reason for his coming to this determination was that the assizes were held solely for the purpose of disposing of the business of each particular county, and it was most unfair that the legitimate business should be interfered with by cases being sent down from London to be tried. He was aware that one of the reasons assigned for doing this was that parties could not get their causes tried in London on account of the great pressure of business in the London law courts. He did not believe there was any ground for saying this at the present time, and the real reason was that a certain smart lawyer, seeing that an assize was to be held at Hertford, entered his cause for trial in the expectation that he would get his harvest quicker; also under the apprehension that the parties might be "silly" enough to come to some amicable arrangement if there was any delay. By taking this course, however, it was necessary to bring all the witnesses down from London, and the expenses, which as everybody knew were quite heavy enough in London, were increased enormously. Parties had no right to bring London causes down for trial at the assizes, and he was determined to adhere to the resolution he had come to with regard to them.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

DENNIS, JOHN, Baxtergate, Loughborough, Leicester, Millinor. July 29. Herbert v Dennis, V.C. Bacon. Clifford, Loughborough

FARMER, WILLIAM GEORGE, Cambridge ter, Peckham, Ironmonger. Aug 1. Farmer v Farmer, V.C. Hall. Charles, Fenchurch st

HILDICK, ROBERT, Walsall, Stafford, Grocer. July 25. Hipkins v Hildick, Fry, J. Huggins, Birmingham.

LILLIE, JAMES, Arlington, Chester. July 28. Lillie v Carswell, V.C. Hall. Ormerod and Allen, Manchester

OSBORNE, CHARLES, Edgware rd, Paddington, Carpenter. Aug 5. Chapman v Stevens, M.R. Johnson, Seymour pl, Marylebone

TAYLOR, JOHN, Seven Sister's rd, Shirt Manufacturer. July 28. Lecky v Taylor, V.C. Hall. Pettiver, College st, College hill

WHITELEY, JOSEPH, Little Heck, York, Farmer. July 29. Whiteley v Challenger, V.C. Bacon. Clark, Snaith

[*Gazette*, July 5.]

BARKER, THOMAS, Etwall, Derby, Yeoman. Aug 12. Clarke v Archer, V.C. Hall. Sale and Mills, Derby

BARNES, EDWARD JAMES, Whitechapel, Stationer, Aug 31. Barnes v Dance, Fry, J. Poole, Bartholomew close

BRANFORD, MARY, Swanton Morley, Norfolk. Aug 15. Hill v Blake, V.C. Hall. Chantry, Norwich

BRANSON, Rev. ROBERT THOMPSON, Bushey, Herts. Aug 31. Jones v Branson, Fry, J. Davenport, Chancery lane

COPELAND, JOHN, Stoke-upon-Trent, Yeoman. Aug 12. Waine v Dale, V.C. Hall. Paddock and Sons, Hanley

DUNSFORD, THOMAS, Corbyn st, Hornsey. Aug 1. Searle v Dunsford, V.C. Hall. Learoyd, Albion chbrs, Moorgate st

GLADSTONE, HELEN JANE, Mount st, Grosvenor sq. July 29. Gladstone v Bagshawe, V.C. Hall. Freshfields and Williams, Bank bldgs

HAMMON, JOHN, Sekforde st, Clerkenwell, Jeweller. July 28. Kirkham v Hammon, V.C. Hall. Beard and Sons, Basinghall st

PHILLIPS, THOMAS, Devizes, Gent. Aug 10. Ingles v Bayes, Fry, J. Meek, Devizes

SELLWOOD, WILLIAM, Buckland, Berks, Yeoman. Sept 1. Sellwood v Rixon, Fry, J. Haines, Faringdon

THOMAS, BENJAMIN, Wauwen, Swansea, Innkeeper. Aug 9. Thomas v Thomas, M.R. Woods, Swansea

TREHANE, WALTER, Exeter, Wine Merchant. Aug 9. Cooper v Trehane, M.R. Ford, Exeter

[*Gazette*, July 8.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

AUSTEN, JAMES WILLIAM, Chatham, Kent, Army Contractor. Aug 13. Mann, Chatham

BROUN, CAROLINE, Westmoreland rd, Bayswater. Aug 8. Lawrance and Co, Old Jewry chmbrs

BUNCH, ROBERT, Caracas, Republic of Venezuela. Aug 30. Western and Son, Essex st, Strand

CARLEY, JOHN, Leeds, Boot and Shoe Manufacturer. Oct 1. Butler and Middlebrook, Leeds

CAVE, SUSANNA, Bromley, Kent. Aug 20. Latter and Willett, Bromley

CLARK, JOHN ROBERT, Beverley, York, Ironmonger. Aug 20. Shepherd and Co, Beverley

COUPLAND, CHARLES HENRY, Scarborough, York, Gent. Aug 1. Christie, Lothbury

COWLEY, EMMA CORNOCK, Cheniston gdns, Kensington. Aug 13. Birch and Co, Chester

DAVIES, MARIA, Carmarthen. Aug 15. Lloyd, Carmarthen

DAVIS, JOHN COOPE, Brentwood, Essex, Esq. Aug 15. Hanbury and Co, New Broad st

DRY, THOMAS, Gloucester rd, Regent's pk, Esq. Sept 6. Scadding, Gordon st, Gordon sq

ELSBY, WILLIAM, Crewe, Chester, Painter. Aug 16. Pointon, Crewe

GOLDTHORP, JOHN DODDS, Wakefield, York, Worsted Spinner. Sept 1. Marsden and Co, Wakefield

HANCOCK, MARY ANN, Sneinton, Nottingham. Aug 15. Wells and Hind, Nottingham

HARTLEY, ROBERT, Padiham, Lancaster, Weaver. Aug 31. Wheeler and Fletcher, Padiham

HARVEY, JAMES, Clarendon, Island of Jamaica, Planter. Aug 1. Tucker and Lake, Searle st, Lincoln's inn

HOSKINS, DAVID, Neath, Glamorgan, Gent. Aug 7. Curtis, Neath

IBBLAND, MARY, Brampton Bryan, Hereford. Aug 10. Weyman, Ludlow

JOHNSON, RALPH, Coundon, Durham. Sept 1. Parker, Bishop Auckland

JONES, DAVID, Carmarthen, Draper. Sept 30. Brunel White, Carmarthen

KITELEY, JOSEPH, Kidderminster, Worcester, Esq. Aug 4. Ivens and Morton, Kidderminster

LEE, JEREMIAH, Great Staughton, Huntingdon, Farmer. Aug 1. John Lynn, St Neots, Ironmonger
MARTIN, THOMAS, Uckfield, Sussex, Corn Merchant. Aug 13. Warburton and De Paula, West st, Finsbury circus
MATTHEWS, EMILY, Shirley, Southampton. Aug 11. Hastings Bull, Southampton
PAYNE, GEORGE, Over Norton, Oxford, Beerseller. Aug 15. Wilkins, Chipping Norton
PICKUP, GEORGE, Hapton, Lancaster, Farmer. Aug 31. Wheeler and Fletcher, Padiham
RUSSELL, GEORGE, Wath upon Dearne, York, Gent. Sept 30. Dibb and Co, Barnsley
SCOTT, JOHN HARGREAVES, Burnley, Lancaster, Esq. Aug 15. Carr and Son, Colne
SHUBROOK, LEWIS GOODRIDGE, New Bond st, Tailor. Aug 16. Taylor, Old Burlington st
SMITH, MARY ANN, Hotel de Poilly, Boulogne, France. Aug 8. Boulton and Co, Northampton sq, Clerkenwell
THORSBY, SARAH ANN, Nottingham. Aug 13. Burton and Co, Nottingham
TIMOTHY, AUGUSTUS FREDERICK, Cooper's row, Crutched Friars, Wharfinger. Aug 31. Gush and Phillips, Finsbury circus
WHEELER, THOMAS, Cheadle Bulkeley, Chester, Gent. Aug 15. Watts, Manchester
WRIGHT, JOHN, Park lane, Hall Porter. Aug 1. Tickle, Lawrence lane, Cheapside

[*Gazette*, July 15.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

JULY 14.—BILL READ A SECOND TIME.

PRIVATE BILL.—Alsager Chapel (Marriages).

BILL READ A THIRD TIME.

Medway Conservancy.

JULY 15.—BILL READ A SECOND TIME.

Sale and Use of Poisons.

BILLS IN COMMITTEE.

PRIVATE BILLS.—Commons Regulation (Shenfield) Provisional Order, Alsager Chapel (Marriages).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Metropolitan Board of Works, Dudley and Oldbury Junction Railway.

Water (Provisional Orders), Statute Law Revision and Civil Procedure.

JULY 18.—ROYAL ASSENT.

The Royal assent was given by Commission to the following Bills:—Newspapers Transmission; Married Women's Property (Scotland); Post Office (Lando); Bankruptcy and Cessio (Scotland); Court of Bankruptcy (Ireland); Officers and Clerks; Summary Jurisdiction (Process); Local Government Boards Provisional Order Confirmation (Askern, &c.); Local Government Boards Provisional Orders Confirmation (Horfield, &c.); Enclosure (Hunstanton Common); Provisional Orders Confirmation; Land Drainage Supplemental; Local Government Boards Provisional Orders Confirmation (Birmingham, Tame, and Rea, &c.); Gas Orders Confirmation; Pier and Harbour Orders Confirmation; Tramways Orders Confirmation (No. 1); Limerick and Kerry Railway; Swansea Corporation Loans; East London Railway; Ipswich Tramways; London Sea Water Supply; Beverley Waterworks; Boston Dock; North-British and Montrose Railway Companies Amalgamation; Warehouse Owners' Company (Limited), (Delivery Warrants); Seacombe, Holylake, and Dee Side Railway; Woking Water and Gas; Aylesbury and Rickmansworth Railway; Brighton and Dyke Railway; Caledonian Railway (Additional Powers); Standard Bank of British South Africa (Limited); Barrow-in-Furness Corporation; Bradford Water and Improvement; Egremont Local Board Waterworks; Stirling Waterworks Amendment; Cork, Blackrock, and Passage Railway (Steam Vessels); Great Southern and Western Railway; Greene's Patent; Parts of Holland and Sutton-bridge Water; London, Chatham, and Dover Railway (Further Powers); Exeter Tramways; Cheshire Lines; Eltham Valley Light Railway; City of Glasgow Union Railway; Great Eastern Railway; Lancashire and Yorkshire Railway; Manchester, Sheffield, and Lincolnshire Railway (New Works); North British Railway (New Tay Viaduct); King's Lynn Dock; Caledonian Railway (Lanarkshire Lines); Dublin United Tramways Company; London and North-Western Railway (New Railways); Thames Deep Water Dock; Bray Township; Gravesend Railway; Rotherham, Parkgate, and Rawmarsh Tramways; Swindon and Cheltenham Extension Railway; Stockton-bridge; Metropolitan Board of Works (Hackney Commons); Glasgow and South-Western Railway; Leeds Tramways; Midland Railway (Additional Powers); Birkenhead Corporation (Gas and Water); Birkenhead Corporation; Caledonian Railway (Larbert and Grangemouth Connecting Lines); Edmonton Local Board (Division of District); Great Northern Railway; London and North-Western Railway (Additional Powers); Potteries, Shrewsbury, and North Wales Railway (Winding Up); Swanage Railway; and East London Waterworks Company.

BILLS IN COMMITTEE.

Wild Birds Protection Act Amendment, Tramways Orders Confirmation (No. 2).

BILL READ A THIRD TIME.

PRIVATE BILL.—Alsager Chapel (Marriages).

JULY 19.—BILL IN COMMITTEE.

Supreme Court of Judicature Act Amendment.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Furness Railway, Oxted and Groombridge Railway.

Petroleum (Hawking).

HOUSE OF COMMONS.

JULY 14.—BILLS READ A THIRD TIME.

PRIVATE BILLS.—East London Water, Teign Valley Railway.

JULY 15.—BILL READ A SECOND TIME.

Metallic Mines (Gunpowder).

BILL IN COMMITTEE.

Turnpike Acts Continuance.

JULY 18.—BILLS READ A SECOND TIME.

Veterinary Surgeons, Metropolitan Board of Works (Money), Incumbents of Benefices Loans Extension.

BILLS READ A THIRD TIME.

Turnpike Acts Continuance, Metallic Mines (Gunpowder).

JULY 20.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Manufacturers and Millowners' Mutual Aid Association, St. John's Hospital, Bedford.

BILL WITHDRAWN.

Leases.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	Master of the Rolls.	V. C. Bacon.
Monday, July 25	Mr. Farrer	Mr. Ward	Mr. Leach
Tuesday 26	Teesdale	Pemberton	Latham
Wednesday.... 27	Farrer	Ward	Leach
Thursday 28	Teesdale	Pemberton	Latham
Friday 29	Farrer	Ward	Leach
Saturday..... 30	Teesdale	Pemberton	Latham

Date.	V. C. Hall.	Mr. Justice Fry.	Mr. Justice Kay.
Monday, July 25	Mr. Cobby	Mr. Merivale	Mr. Clowes
Tuesday 26	Jackson	King	Koe
Wednesday.... 27	Cobby	Merivale	Clowes
Thursday 28	Jackson	King	Koe
Friday 29	Cobby	Merivale	Clowes
Saturday..... 30	Jackson	King	Koe

The prospectus of the Bedford Park (Limited) has been issued. The company is formed for the purpose of purchasing an estate known by this name at Chiswick, and to develop on a more extended scale the enterprize of its present proprietor. Upwards of 350 houses have already been erected, and the work of building is now being pushed forward at the rate of 150 houses a year. The founder agrees to accept £265,850 for the property, but £200,000 can remain, on mortgage or otherwise, for six years at 4½ per cent., and the balance he will receive in shares or cash, as the directors may determine. The capital is £125,000, in shares of £10 each, and £100,000 in reversionary shares of £4 each. Subscriptions are now invited at par for 12,500 ordinary shares, and the vendor will make over to each subscriber for the ordinary shares one reversionary share in respect of each ordinary share allotted.

SALES OF ENSUING WEEK.

July 25.—Mr. James Stevens (for the Proprietors of the Bon Marché), at the Mart, at 2 p.m., Leasehold Properties (see advertisement, June 16, p. 5).

July 26.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Freehold Estate and Property (see advertisement, June 11, pp. 12, 13).

July 27.—Messrs. James Beal & Son, at the Mart, at 12 for 1 p.m., Freehold Residence (see advertisement, July 16, p. 5).

July 27.—Messrs. Farebrother, Ellis, Clark, & Co., at the Mart, at 2 p.m., Freehold Estate and Oil and Rice Mills (see advertisement, June 11, p. 17).

July 28.—Mr. F. Ellis Morris, at the Mart, at 2 p.m., Leasehold Properties (see advertisements, July 16, p. 4).

July 28.—Messrs. C. C. & T. Moore, at the Mart, at 1 for 2 p.m., Freehold and Leasehold Estates (see advertisement, this week, p. 5).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Arathoon.—July 17, at The Lawn, Ladbroke-grove, W., the wife of C. W. Arathoon, barrister-at-law, of a daughter.

Hume.—July 16, at North Lodge, St. Leonards-on-Sea, the wife of Edward Hume, barrister-at-law, of a son, stillborn.

Maberly.—July 6, at Greenbank, Eccles, Manchester, the wife of Alexander C. Maberley, barrister-at-law, of a daughter.

Mews.—July 7, at 16, Westbourne-park, the wife of John Mews, barrister-at-law, of a daughter.

Rickeard.—July 15, the wife of W. W. Rickeard, solicitor, Exeter, of a daughter.

MARRIAGES.

Hill—Cox.—July 9, at the British Legation and the Church of All Saints', Dresden, Charles Piffard Hill, barrister-at-law, to Marie Catherine Cox, daughter of George Cox.

Wilson—Mungle.—July 6, at Edinburgh, Thomas Jackson Wilson, Solicitor before the Supreme Courts, 30, Queen-street, Edinburgh, to Jessie Guthrie Millar, daughter of Robert Mungle, Staff Surgeon, R.N.

DEATH.

Sloper.—July 1, Samuel Elgar Sloper, of Winterton Hall, Hythe, Hants, barrister-at-law, aged 64.

LONDON GAZETTES.

Bankrupts.

FRIDAY, July 15, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Blandy, Alfred Addison, Brook st, Grosvenor sq, Dentist. Pet July 13. Brougham. July 29 at 11.30

Corfield, William Archer, and Charles Hersee, Chancery lane. Pet July 12. Murray. July 29 at 11

To Surrender in the Country.

Britton, George Henry (and not Buttin as previously advertised), Belgrave, Leicester, Brewer's Agent. Pet July 7. Ingram. Leicester, July 28 at 12

Cullingworth, George Thomas, Elland, York, Joiner. Pet July 11. Rankin. Halifax, July 28 at 11

Hines, Alfred, and Charles Harris, Manchester, Skirt Manufacturers. Pet July 11. Lister. Manchester, July 28 at 12

Sansom, Frank, Colyton, Devon, Grocer. Pet July 14. Daw. Exeter, July 27 at 2

Stott, Francis, Chorlton-on-Medlock, Manchester, Carrier. Pet July 11. Lister. Manchester, July 28 at 12

TUESDAY, July 19, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

utschke, Louisa, Piccadilly, Dealer in Jewellery. Pet July 16. Pepys. Aug 5 at 11

Kendrick, Henry Bazley, Basinghall st, Woollen Cloth Merchant. Pet July 14. Hazlitt. Aug 3 at 12.30

loyd, Eleanor, Marylebone rd. Pet July 14. Hazlitt. Aug 3 at 12

Palowkar, Mahomet Frederick, High st, Camden Town, Hatter. Pet July 14. Hazlitt. Aug 3 at 12

Saunders, John, Plough ct, Fetter lane, Foreman of Printing Works. Pet July 16. Pepys. Aug 3 at 11.30

Stewart, W MacAdam, East India avenue, Leadenhall st. Pet July 16. Pepys. Aug 3 at 12.30

Turner, Marlton William, Stratford, Essex, Stone Merchant. Pet July 16. Pepys. Aug 3 at 12.30

To Surrender in the Country.

Dunn, Alfred, Kirkley, nr Lowestoft, Suffolk, Beerhouse Keeper. Pet July 14. Worlledge. Gt Yarmouth, Aug 3 at 11

Ferranti, Cæsar, Liverpool, Photographer. Pet July 14. Cooper. Liverpool, Aug 3 at 12

Freeman, G , Elsden rd, Tottenham, Builder. Pet July 13. Pulley. Edmonton, Aug 3 at 2

Oswald, Edward Heath, Sherwood, Nottingham, of no occupation. Pet July 14. Patchitt. Nottingham, July 30 at 3

Linton, Richard, Boston, Lincoln, Silk Mercer. Pet July 13. Staniland. Boston, July 30 at 12

Rhodes, William, Halifax, Stone Merchant. Pet July 14. Rankin. Halifax, Aug 8 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, July 15, 1881.

Thomson, Benjamin Lumsden, Union ct, Old Broad st, Merchan July 14

TUESDAY, July 19, 1881.

Bartlett, Thomas Henry Nicks, Whitehall gdns. July 14

Tayleur, Albert Gresley, Teddington, Gent. July 14

Townsend, Thomas Charles, Shrewsbury, Salop, Civil Engineer. July 13

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 15, 1881.

Adkin, Thomas, Whitby, York, Labourer. July 25 at 2 at offices of Teale, Albert rd, Middlesborough

Allan, Harry John, Wimbledon, Surrey, Hair Dresser. July 27 at 4 at offices of Cannon, 2, Broadway, Merton rd, Wimbledon

Allen, John, Hasliagton, near Crewe. Cheshire, Grocer. Aug 2 at 11 at Albert chmbrs, Church Side, Crewe. Pointon

Argyle, John, Birkenhead, Grocer. July 27 at 3 at offices of Moore, Duncan st, Birkenhead

Arnold, Joseph, Clarendon sq, St Pancras, Builder. July 23 at 1 at offices of Knight, Bow st

Bagshaw, Evan Griffith, Holywell, Flint, Draper. July 28 at 3 at the Albion Hotel, Chester. Evans, Holywell

Bailey, Frederick, Birmingham, Builder's Foreman. July 27 at 11 at offices of Robinson and Son, Cherry st, Birmingham

Bell, John, jun, South Stockton, York, Greengrocer. July 23 at 11 at offices of Draper, Finkle st, Stockton-on-Tees

Bennett, Norton, Cheshire, Farmer. July 29 at 11 at offices of Ridgway and Worsley, Cairo st, Warrington

Block, Joel, Stockton-on-Tees, Glazier. July 26 at 4 at offices of Draper, Finkle st, Stockton-on-Tees

Booth, George, Runcorn, Cheshire, Butcher. Aug 3 at 12 at offices of Day and Lake, Bridge st, Runcorn

Brereton, Thomas, Shavington-cum-Gresty, Cheshire, Builder. July 27 at 11 at offices of Hill, Market st, Crewe

Brown, Charles John, Lydney, Gloucester, Publican. Aug. 4 at 4 at offices of Goldring, Cinderford

Budge, Richard, Devonport, of no occupation, July 28 at 12 at offices of Graves, St Aubyn st, Devonport

Castle, Richard, Leeds, Innkeeper. July 26 at 3 at the Law Institute, Albion pl, Leeds. Watson

Clark, George, Runcorn, Cheshire, Contractor. Aug 3 at 12 at offices Queen Hotel, Railway Station, Chester. Ashton and Garratt, Runcorn

Clubb, Alfred, Irongate-wharf, Paddington, Chimney Sweep. July 23 at 11 at 15, Boscobel gardens, Alpha rd, St John's Wood, Ede, Fore st

Cockshott, William Henry, Blackburn, Lancashire, Innkeeper. July 22 at 3 at offices of Malam Brothers, Exchange Flags, Blackburn

Cook, Herbert, Boroughbridge, York, Saddler. Aug 1 at 1 at offices of Paley and Buckle, Fishergate, Boroughbridge

Crawshaw, Isaac, Seacombe, Cheshire, Tallow Chandler. July 27 at 3 at offices of Leeming, Duncan st, Birkenhead. Hannan and Pugh, Birkenhead

Crews, Nicholas, St Helens, Lancashire, Seedsman. July 29 at 3 at at offices of Gibson and Bolland, South John st, Liverpool. Marsh, St Helens

Crossley, Charles, Rochdale, Lancashire, Farmer. Aug 4 at 3 at at offices of Molesworth and Son, Drake st, Rochdale

Davis, John Bault, Shrewsbury, Salop, Tobacconist. July 29 at 1 at the Great Western Hotel, Birmingham. Clarke and Sons

Eagles, John George, Leamington, Warwick, Cattle Cake Manufacturer. July 27 at 2.30 at offices of Wright and Co, Dormer place, Leamington

Elcomb, Frederick, Lordship ln, East Dulwich, out of business. July 25 at 2 at office of Bennett, Gresham bldgs, Basinghall st

Evans, Henry, Broadway, Worcester, Grocer. July 28 at 12 at offices of New and Co, Bridge st, Evesham

Evans, Morgan, Llandilo-fawr, Carmarthen, Butcher. August 8 at 11 at office of Suend, Llanelly

Freedman, Jacob, Aberavon, Glamorgan, Outfitter, August 4 at 12 at offices of Merchants' Association, Broad st, Bristol. Tennant and Co, Aberavon

Greenfield, Alexander, Barnsley, York, Tobacconist. July 28 at 3 at offices of Maddison, Church st, Barnsley

Gregory, John, New Mills, Derby, Boot and Shoe Maker. Aug 5 at 3.30 at offices of Brown and Co, Hardwicke Mount, Buxton

Goltschalk, Gustavus, Watling st, no occupation. August 12 at 12 at offices of Lawrence and Co, Old Jewry chmbrs

Haywood, Henry, Sheffield, Grocer. July 29 at 2 at offices of Taylor, Norfolk row, Sheffield

Hibbard, Henry Williams, Chenies mews, Bedford sq, Coach Builder August 3 at 3 at offices of Rumney, Walbrook

Higgs, John, Tunstall, Stafford, Beerseller. August 2 at 11 at offices of Cooper, John st, Tunstall

Hill, Thomas, Wolverton, Buckingham, Boot and Shoe Maker. July 29 at 3 at offices of Becke, Derngate, Northampton. Parrot, Stony Stratford

Hilton, William, Aymestrey, Hereford, Manager. July 26 at 12 at offices of Moore, Corn sq, Leominster

Holt, William, Manchester, Auctioneer. July 28 at 3 at office of Ritson and Grundy, Princess st, Manchester

Horne, William, Leyburn, York, Watchmaker. July 30 at 11 at Golden Lion Hotel, Northallerton. Teale, Leyburn

Huish, George, Portock, nr Minehead, Somerset, Carpenter. July 20 at 12 at offices of Foster, Cheapside, Taunton

Hull, William Jonas, Feltham, Grocer. Aug 9 at 3 at office of Jenkins, Tavistock st, Covent Garden

Humphries, Thomas, Selly Oak, Worcester, Painter, July 28 at 3 at offices of Sargent and Son, Bennett's hill, Birmingham

Inman, William, Denton, Lancaster, Hatter. July 29 at 3 at Falstaff Hotel, Market pl, Manchester. Sims, Manchester

Jeffries, John, Bristol, Commission Salesman. July 22 at 2 at office of Clifton and Carter, Broad st, Bristol

Johnson, Thomas, Sheffield, Provision Merchant. July 27 at 3 at offices of Clegg and Sons, Victoria chmbrs, Figtree lane, Sheffield

Jones, William, Addison pl, Brixton rd, Dairyman. July 25 at 11 at offices of Norris, Southampton bldgs, Chancery lane

Kirkby, Robert, York, Clothier. Aug 1 at 11 at offices of Wilkinson, St Helen's sq, York

Kitchen, Joseph Goodman, Liverpool, Lead Manufacturer. July 28 at 2 at offices of Thompson, Sweeting st, Liverpool

Lacey, Joseph, High Wycombe, Buckingham, Builder. July 28 at 11 at Coffee Tavern, Frogmore Gardens, High Wycombe. Clarke, High Wycombe

Lancaster, Mary, and Alice Lancaster, Chorley, Lancaster, Brewer. July 26 at 12 at Saddle Inn, Bradshawe-gate, Bolton. Turner and Son, Preston

Leatherdale, William, Robert Leatherdale, Ellen Leatherdale, and Alice Leatherdale, Wymondham, Norfolk, Farmers. July 29 at 12 at offices of Bailey and Co, Surrey st, Norwich

Leggatt, Alfred, Virginia row, Bethnal Green, Licensed Victualler. Aug 3 at 3 at offices of Shearer, Basinghall street. Procter and Andrews, Spitalfields

Lewis, Thomas Hinde, Hapsford, Chester, out of business. July 29 at 11 at offices of Mason, Chester

Lonsdale, Robert, Stockton-on-Tees, Durham, Fruiterer. July 28 at 4 at offices of Draper, Finkle st, Stockton-on-Tees

Loveland, John, Guildford, Surrey, Tobacconist. July 21 at 3 at the Law Institution, Chancery lane. Spiller, Egham

Mace, Charles, Pulham Market, Norfolk, Grocer. July 18 at 12 at offices of Rackman, Tuck's court, Saint Giles, Norwich. Emerson, Norwich

Marner, William Bright, Broadwater, Sussex, Plumber. July 29 at 3 at Steyne Hotel, Worthing. Verrall

Marsh, Thomas, Miles Platting, near Manchester, Provision Dealer. Aug 3 at 3 at offices of Salomonson, Fountain st, Manchester

Michell, Frederick Baron, and William Michell, St Austell, Cornwall, Jewellers. Aug 3 at 11 at Townhall, St Austell. Carlyon and Stephens, St Austell

Moorhouse, John, Calverley, York, Tobacco Manufacturer. July 27 at 3 at offices of Atkinson and Wilson, Tyrrell st, Bradford

Morgan, Henry, Sedgley, Stafford, Grocer. Aug 2 at 12 at offices of Fellows, Priory st, Dudley

Naylor, George, Sheffield, York, Saw Manufacturer. July 27 at 12 at offices of Auty and Sons, Queen st, Sheffield

Oates, George, Richmond, York, Trainer of Racehorses. July 28 at 11 at offices of Stevenson, Paradise ter, Darlington

Parrington, William Hudson, Upper street, Islington, Tailor. Aug 3 at 1 at Inns of Court Hotel, Holborn. Cotton, St Martin's-le-Grand

Pattison, Thomas, Newcastle-upon-Tyne, Coal Merchant. Aug 2 at 11 at offices of Hunter, Pilgrim street, Newcastle-upon-Tyne

Perry, Frank, Pontypool, Monmouth, Painter. July 27 at 11 at offices of Young, Tredegar chbrs, Baneswell, Newport. Hutchins, Newport

Phipps, Robert, Bristol, Fish Salesman. July 25 at 2 at offices of Clifton and Carter, Broad st, Bristol

Powell, David, Llanynis, Brecon, Farmer. July 27 at 11 at offices of Price, Wye bridge house, Builth

Powell, William, Dudley, Worcester, Plumber. July 26 at 11 at offices of Tinsley, Priory st, Dudley

Priest, Charles, Saltley, nr Birmingham, Brickmaker. July 21 at 11 at offices of East, Temple st, Birmingham

Pritchard, Alfred, Abergavenny, Monmouth, Baker. July 27 at 11 at offices of Browne, Abergavenny

Randle, Charles, Mancetter, Warwick, Licensed Victualler. July 30 at 3.30 at Castle Hotel, Market place, Nuneaton. Tinsley, Dudley

Rawnsley, Jonathan, Bradford, York, Wool Dealer. July 30 at 11 at offices of Berry and Robinson, 5, Charles st, Bradford

Reynolds, James, Saint Austell, Cornwall, Watchmaker. Aug 4 at 1 at George and Railway Hotel, Bristol. Coode and Co, St. Austell

Rice, Sarah Ann, Maidstone, Herbalist. July 29 at 1 at Bell Hotel, Week st, Maidstone. Greenfield and Abbott, Queen Victoria st

Richardson, William Henry, Gloucester rd, Acton, Builder. Aug 1 at 12 at 1, Mitre-court, Temple. Morris

Riggs, George, Woodbury, Devon, Baker. July 29 at 3.30 at Castle Hotel, Castle st, Exeter. Orchard, Castle-st, Exeter

Roberts, Richard, Ramsgate, Kent, Ship Builder. Aug 2 at 3 at Bull and George Hotel, Ramsgate. Mercer, Ramsgate

Roberts, William Jones, Ruthin, Denbigh, Tanner. July 27 at 12 at Queen's Hotel, Chester. Lloyd and Roberts, Ruthin

Robertson, Andrew Ross, Calthorpe st, Gray's-inn rd, Agent. July 25 at 3 at 59, Lincoln's-inn-fields

Rothery, William Henry, Manchester, Lancaster, Engraver. Aug 4 at 2.30 at offices of Makinson and Co, 37, Blackfriars st, Manchester

Rowan, Thomas, Royal avenue, Chelsea, Civil Engineer. August 6 at 12 to be held at Sivier's Hotel, Pier st, Ryde. Fraser, Moorgate st

Royle, Edward, Heaton Norris, Lancaster, Hat Manufacturer. July 27 at 3 at offices of Johnston, Vernon st, Stockport

Scollick, Henry Samuel, Lozells, nr Birmingham, Factor. July 27 at 3 at offices of Jaques, Temple row, Birmingham

Scott, George, St. Helen's, Lancaster, Wholesale Ironmonger. July 28 at 3 at offices of Mather, Harrington st, Liverpool

Secker, Alfred Thomas, Turnham Green, Licensed Victualler. August 2 at 2 at offices of Thomas, Cornhill

Shute, Charles, Dewsbury, York, Cabinet Maker. July 21 at 3 at offices of Stapleton st, Dewsbury

Sibley, John Daniel, Redditch, Worcester, Commercial Clerk. July 28 at 3 at offices of Williams, Prospect Hill, Redditch

Simpson, Frederick Henry, Kirkdale, Liverpool, Hatter. July 29 at 10 at offices of Horner, Stafford st, Liverpool

Smith, Sarah, St. Margaret's, Isleworth, Proprietress of a School. August 4 at 3 at offices of London Warehousemen's Association, Cheapside

Stevens, Andrew, Falmouth, Cornwall, Carver. July 26 at 12 at offices of Lane, Grove pl, Falmouth

Tomlinson, Mary, Nottingham, Tobacconist. July 28 at 3 at offices of Cockayne, Fletcher gate, Nottingham

Tookey, William, Cheetham, Manchester, Grocer. July 21 at 3 at offices of Credland, Cross st, Manchester

Townsend, Frederick John, Witney, Oxford, Hotel Keeper. Aug 2 at 11.45 at offices of Mallam, High st, Oxford

Tyrer, William, Southport, Lancaster, Bookseller. Aug 3 at 2 at offices of Welsby and Co, Lord st, Southport

Urry, Betsy, Forton, Hants, Boot and Shoe Maker. July 29 at 12 at 145, Cheapside. Blake and Reed, Portsea

Walsh, John, and Richard Duckett, Liverpool, Merchants, Aug 4 at 3 at Law Association Rooms, Cook st, Liverpool. Bateson and Co, Liverpool

Wastell, William, Haughton-le-Skerne, Durham, Registrar of Births and Deaths. July 28 at 11 at offices of Clayhills, Coniscliffe rd, Darlington

Watson, William Saddington, Mansfield, Nottingham, Draper. July 29 at 3 at offices of Bright. Town Club chambers, Wheeler gate, Nottingham

Weaver, William Richard, Grantham, Lincoln, of no occupation. July 21 at 12 at offices of Schofield, St Peter's hill, Grantham

Whittingham, William, Newcastle-under-Lyme, Licensed Victualler. July 26 at 11 at offices of James, Nelson sq, Newcastle-under-Lyme

Wigney, Stephen George, Hove, Brighton, Watchmaker. July 27 at 12 at 145, Cheapside. Lamb and Evett, Brighton

Wilkins, Frederick Louis, Tavistock, Devon, Granite Quarry Owner. July 28 at 11 at Bedford Hotel, Tavistock. Scoles, Budge row, Cannon st

Williams, Jane, Hawarden, Flint, Farmer. July 29 at 3 at offices of Mason, Bridge st row East, Chester

Wilson, Josiah, Leeds, Cattle Dealer. July 27 at 10.30 at Law Institute, Albion pl, Leeds. Cross, Bradford

Woodhead, Marshall, Sheffield, Grocer. Aug 2 at 3 at offices of Fairburn, Sheffield

Wooster, Henry, Billingsgate Market, Fish Dealer. July 26 at 3 at offices of Brocklesby and Co, Water lane, Great Tower st

Wright, Thomas, Sutton Bridge, Lincoln, Builder. July 26 at 12.30 at Great Northern Hotel, Peterborough

Wrigley, James, Rochdale, Lancaster, Cotton Manufacturer. July 29 at 3 at Wheatsheaf Hotel, Fennell st, Manchester. Standring and Taylor, Rochdale

TUESDAY, July 19, 1881.

Askin, William, Birmingham, Cabinet Brassfounder. Aug 3 at 3 at the Great Western Hotel, Colmore row, Birmingham. Horton and Co, Birmingham

Baldwin, William, Walton-le'Dale, Lancashire, Coal Merchant. Aug 2 at 3 at offices of Backhouse, St John's place, Victoria st

Baron, Robert Barnby, Kingston-upon-Hull, out of business. July 29 at 11 at offices of Shepherd and Co, Lairgate, Beverley

Bennett, Henry, Thorpe Hesley, nr Rotherham, York, Grocer. Aug 1 at 2 at offices of Gray, Eastgate, Barnsley

Braid, Alexander, and Arthur Francis Gwynn, Manor st, Chelsea, Builders. Aug 9 at 3 at the Guildhall Tavern, Gresham st. Nicholls and Grant, Gresham st

Buckle, Thomas Glanville, Bristol, Tailor. Aug 5 at 2 at offices of Phillips, Small st. Mosely, Bristol

Bull, Edward, Earl Stonham, Suffolk, Farmer. Aug 2 at 2 at offices of Steward and Rouse, Arcade st, Ipswich

Butler, Thomas, Kingston-on-Thames, Tailor. Aug 3 at 12 at offices of Haynes, Grecian chmbrs, Devereux court, Temple

Cockerill, Vincent Harry, Northampton, Butcher. July 20 at 11 at offices of Jeffery, College st, Northampton

Coen, John, Evelyn st, Deptford, Builder. July 27 at 2 at the Guildhall Tavern, Gresham st. Lockyer, Deptford

Collins, William, High st, Clapham, Fruiter. July 29 at 3 at offices of Cooper and Co, Lincoln's-inn-fields

Conner, Albert Wentworth, Alexander Charles Brice, and Benjamin Skelton, Queen Victoria st, Timber Preservers. Aug 4 at 1 at Cannon st Hotel, Cannon st. Linklater and Co, Walbrook

Cook, Edwin, Lechlade, Gloucester, Farm Bailiff. July 30 at 10 at offices of Boodle, Albion bldgs, New Swindon

Corne, George John, Lewisham, Kent, Builder. July 29 at 3 at offices of Marchant and Co, George yd, Lombard st

Cornish, Henry, Liverpool, Tailor. Aug 2 at 2 at offices of Gibson and Bolland, South John st, Liverpool. Gregory, Liverpool

Crosbie, Patrick, Lower Broughton, Lancaster, Greengrocer. Aug 3 at 3 at Mitre Hotel, Cathedral gates, Cateaton st, Manchester. Dewhurst, Manchester

Dobson, William, Bishopwearmouth, Durham, General Draper. Aug 3 at 3 at offices of Bell, Lambton st, Bishopwearmouth

Dunsford, James, Norwich, Mechanical Dentist. July 27 at 11 at offices of Stanley, Bank plain, Norwich

Ellison, Henry, Swindon, Wilts, Auctioneer. July 30 at 3 at offices of Boodle, Albion bldgs, New Swindon

Ellison, William Wesley, Dipton, Durham, Grocer. Aug 3 at 2 at Traders Association, Grainger st West, Newcastle-upon-Tyne. Richardson, Newcastle-upon-Tyne

Farmar, Richard de Malpas Cotgrave, Stow-on-the-Wold, Gloucster, of no occupation. July 27 at 3 at offices of Cooper, Lincoln's-inn-fields

Franckeiss, Samuel, Landport, Portsea, Draper. Aug 3 at 2.30 at offices of Edmonds and Co, Cheapside. King, Portsea

Garner, Edward, Old Basford, Nottingham, Engineer. July 30 at 3 at offices of Fraser, Midland chbrs, Wheeler gate, Nottingham

Garner, John, Tattenhall, Chester, Farmer. August 9 at 12 at office of Churton, Eastgate bldgs, Chester

Garratt, Clark, Greenway, Hillingdon, Uxbridge, Builder. August 8 at 2 at Inns of Court Hotel, Lincoln's inn fields

Giles, William, Brighton, Bootmaker. August 8 at 3 at offices of Penfold and Co, Middle st, Brighton

Graham, Joseph, Hipkin, Grafton rd, Seven Sister's rd, Builder. July 28 at 3 at office of Holland, St Swithin's lane

Greening, Benjamin, High st, Clapham, Jeweller. July 29 at 2 a offices of Myer, New Bridge st
Grime, Richard, Bamber Bridge, nr Preston, Lancaster, Coal Dealer. August 3 at 2 at offices of Thompson and Co, Station rd, Bamber Bridge
Grove, William, Halesowen, Worcester, Licensed Victualler and Bricklayer. July 29 at 3 at offices of Homfray and Co, High st, Brierley Hill
Hammond, John Henry, Manchester, Clock Manufacturer. August 8 at 2.30 at Weston and Co, Norfolk st, Manchester
Hancock, William Charles, Shffield. Manufacturer of Electro Plated Goods. July 29 at 11 at offices of Mellor, Queen st, Sheffield
Harris, James Lander, Chorlton-on-Medlock, Manchester, Commercial Traveller. August 2 at 3 at offices of Credland, Cross st, Manchester
Haviland, Alfred, Northampton, Surgeon. August 2 at 12 at Inns of Court Hotel, Holborn. Beeke, Northampton
Hemsley, William, Framfield, Sussex, Miller. August 2 at 12 at Bear Hotel, Cliffe, Lewis. Hillman, Lewes
Herrmann, Adolphus Edward, Leadenhall st, Agent. Aug 2 at 12 at 5, Philpot lane. Stoneham and Legge
Heywood, George Cann, Lee, Kent, Printer. July 29 at 11 at 1, Eastcheap. Hughes
Hicks, Frederick, Old st, St Luke's, Miller, Aug 10 at 12 at Guildhall Tavern, Gresham st. Woodward, Ingram court, Fenchurch st
Hilliam, Charles, Peterborough, Northampton, Printer. Aug 2 at 12 at offices of Pittman, 6, Guildhall chmbs, Basinghall st. Deacon and Wilkins, Peterborough
Horton, Joshua, Calder grove, near Wakefield, Coke Manufacturer. Aug 2 at 3 at offices of Williams & Co, Westgate, Wakefield
Humphreys, Thomas, Pwllheli, Carnarvon, Druggist. July 30 at 10.55 at Castle Hotel, Bangor. Parry, Pwllheli
Hurst, George, Pownall rd, Dalston, Baker. July 28 at 3 at 59, Lincoln's-inn-fields. Cooper
Jackman, Elisha, Marlborough, Wilts, Grocer. July 29 at 11 at Castle and Ball Hotel, Marlborough, Wilts. Belcher, Newbury
Jenner, Samuel, Birmingham, Tailor. Aug 1 at 12 at offices of Bill, 50, Bridge st, Walsall
Jones, Richard, Birmingham, Journeyman Carpenter. July 29 at 3 at offices of Fallows, Cherry st, Birmingham
Lewis, Charles, Worthing, Sussex, Licensed Victualler. Aug 9 at 2 at offices of Hanson, King st, Cheapside. Dear, Gresham st
Marshall, Thomas, Sunny Bank, Hornsey, Builder. Aug 8 at 11 at Greenfield and Abbott, Queen Victoria st
Mayer, John Emilius, Maclisle rd, West Kensington, Doctor of Medicine. Aug 4 at 3 at offices of Munns and Longden, Old Jewry
Maynard, Charles, Bath, Innkeeper. July 26 at at 3 at offices of Tyzack, York st, Bath
McAndrew, Wigan, Lancaster, Joiner. July 28 at 10.30 at offices of Wilson, King st, Wigan
McArthur, Niel, Brighton, Painter. Aug 3 at 3 at offices of Buckwell, New rd, Brighton
Medlicott, Robert Arthur, Market Terrace, Stamford hill, Oilman. July 29 at 3 at offices of Fowler and Co, Borough High st
Meli, Edward Giovani, Stoke-upon-Trent, Music Dealer. July 29 at 11 at offices of Wilson, Liverpool st, Stoke-upon-Trent
Merrill, George Frederick, Moor, Sheffield, Hosier. July 29 at 11 at offices of Binney and Sons, Queen st chmbrs, Sheffield
Myers, Henry, Holme-upon-Spalding Moor, York, Butcher. Aug 2 at 1 at offices of Pickering, Parliament st, Kingston-upon-Hull. Bantoft and Son, Selby
Parry, Leonard, Nottingham, Grocer. Aug 2 at 12 at offices of Fraser, Brougham chmbrs, Wheelergate, Nottingham
Paynter, George Edward, Liverpool, Solicitor. Aug 1 at 3 at offices of Copeman, Dale st, Liverpool
Peck, Sarah, Newton Blossomville, Buckingham, Farmer. Aug 3 at 3 at offices of Conquest and Clare, Duke st, Liverpool
Phillips, Thomas, Burton-on-Trent, Watchmaker. Aug 2 at 12 at offices of Jennings and Co, High st, Burton-upon-Trent
Phillips, William Hill, Exeter, Tobacconist July 30 at 3 at the Craven Hotel, Craven st, Strand. Orchard, Exeter
Pipes, George, Derby, Timber Merchant Aug 8 at 12 at the Bell Hotel, Sadler-gate, Derby. Hextall, Derby
Pole, George, Abernvon, Glamorgan, Boot Dealer. Aug 4 at 2 at offices of Tennant and Jones, Broad st, Bristol
Price, Maurice, Ystalyfera, nr Swansea, Draper. July 28 at 3 at offices of Woodward, Wind st, Swansea
Pritchard, William Thomas, Wolverhampton, Builder. July 29 at 11 at offices of Rhodes, Queen st, Wolverhampton
Quayle, Charles, Longton, Stafford, Clogger. July 29 at 11 at offices of Tomkinson and Furnival, St John's chmbrs, Queen st, Burslem
Renwick, Charles, Burton-on-Trent, Plumber. Aug 3 at 4 at offices Mears, Station st, Burton-on-Trent
Roberts, Robert, Nevin, Carnarvon, Shoemaker. July 30 at 10.30 at Sportsman Hotel, Carnarvon. Owen, Pwllheli
Rowlatt, Thomas Charles, Hertford, Chemist. July 27 at 11.30 at offices of Sworder and Longmore, Castle st, Hertford
Samuel, Godfrey, New Bond st, Art Dealer. July 29 at 3 at Guildhall Tavern, Gresham st. Holbrow, Coleman st
Saunders, Samuel Edgar, Streatley, Berks, Steam Launch Builder. Aug 3 at 11 at offices of Andrews and Mason, Ironmonger lane, Newman, Reading
Schofield, John, Sheffield, Licensed Victualler. July 30 at 11 at office of Mellor, Queen st, Sheffield
Seabrooke, James Eli, Crewe, Chester, Seedsman. July 27 at 11 at offices of Warburton, Nantwich rd, Crewe
Sealey, William, Dovercourt, Essex, Builder. Aug 6 at 1 at Pier Hotel, Harwich. Birkett and Bantoft, Ipswich
Soper, John, St Thomas Apostle, Devon, Dairyman. Aug 2 at 2 at Castle Hotel, Castle st, Exeter. Orchard, Exeter
Spencer, William, Hanley Castle, Worcester, Gent. Aug 6 at 2 at White Lion Hotel, Upton-on-Severn. Jackson, Hanley
Stokoe, William, North Skelton, York, General Dealer. July 30 at 11 at South Durham and North Yorkshire Wholesale Traders' Association, High st, Stockton-on-Tees. Draper, Stockton-on-Tees
Stray, Benjamin, Bell Garden rd, Peckham, Plumber. July 28 at 3 at offices of Bordman and Co, Trinity st, Southwark
Swait, Arthur, New North rd, Islington, Grocer. July 29 at 2 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Astley, Clifford's inn
Swane, Edward Henry, Bookseller, Brighton. Aug 2 at 3 at offices of Schomberg, Middle st, Brighton
Taweel, Hassan el, Manchester, Merchant. Aug 2 at 3 at offices of Lees and Graham, King st, Manchester. Atkinson and Co, Manchester
Tayloe, Robert George, Chalford, Gloucester, Butcher. Aug 3 at 12 at the Swan Hotel, Swan lane, Stroud. Smith and Stafford, Stroud
Taylor, Edwin, and Benjamin Gill, Brierley hill, Stafford, Brass Founders. July 29 at 2 at offices of Homer, High st, Brierley hill
Taylor, William Thompson, Chester, Butcher. Aug 3 at 3 at the Raven Hotel, Frodsham st, Chester. Quelch, Liverpool.
Templeman, James, East Chinnock, Somerset, Gentleman. Aug 2 at 3 at Mermaid Hotel, Yeovil. Dangerfield and Blythe, Craven st, Charing Cross
Tracy, James Lord, Dorchester, Dorset, Engineer. Aug 2 at 11 at Junction road, Dorchester. Hanne, Weymouth
Wale, Samuel, Altrincham, Chester, Joiner. July 26 at 3 at offices of Simpson and Hockin, Mount st, Albert sq, Manchester
Walter, Thomas William, Bedford, Butcher. Aug 3 at 12 at offices of Conquest and Clare, Duke st, Bedford
Wharton, Joseph, Heywood, Lancaster, Mason. July 29 at 2 at offices of Banks, York st, Heywood
Willder, Stedman, Canterbury rd, Brixton, Traveller. July 26 at 3 at offices of Cannon, King st, Cheapside
Williams, John, Llanelly, Carmarthen, Ship Chandler. July 29 at 11 at offices of Rees and Co, Thomas st, Llanelly
York, James, Colchester, Essex, Millwright. July 27 at 3 at offices of Goody and Son, North and Son, Colchester